This AMENDMENT AGREEMENT is made and entered into this August 1, 2023 as pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of 

<table>
<thead>
<tr>
<th>Campus, hereafter referred to as Trustees, and</th>
<th>Agreement No.</th>
<th>Is agreement for Design Professional services:</th>
<th>Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The California State University, Office of the Chancellor</td>
<td>3</td>
<td>180567</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Provider, hereafter referred to as Service Provider.</th>
<th>CSU Vendor ID No.:</th>
<th>License Number:</th>
<th>DIR No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forefront Power, LLC</td>
<td>11125</td>
<td>1029402</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**WITNESSETH:** That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner the following: Provide services to the CSU for the implementation of the Systemwide Energy Storage Program Master Enabling Agreement Energy Storage Site License & Service Agreement (the Program).

Agreement No. 180567, dated April 1, 2019, is hereby amended as follows:

1. This Amendment No. 3 exercises the option to extend the term of Agreement No. 180567 for an additional one (1) year period from April 1, 2023, to April 1, 2024, with zero (0) options to extend the term of Agreement No. 180567 remaining.

1.2 Except as expressly provided herein, all terms and conditions of Agreement No. 180567 remain unchanged and in full force and effect.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to California State University, Capital Planning, Design and Construction.

<table>
<thead>
<tr>
<th>Trustees of the California State University</th>
<th>Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>Forefront Power, LLC</td>
</tr>
<tr>
<td>By (Trustees' Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Yumitake Furukawa, Deputy CEO</td>
</tr>
<tr>
<td>Address of Campus Project Administrator</td>
<td>100 Montgomery Street, Suite 725; San Francisco, CA 94104</td>
</tr>
</tbody>
</table>

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format” (“PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

---

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format” (“PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format” (“PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beecher Carlson Insurance Services
75 State Street, Suite 1710
Boston, MA 02109
www.beechercarlson.com

INSURED
Forefront Power Development LLC
100 Montgomery Street, Suite 725
San Francisco CA 94101

CERTIFICATE NUMBER: 74141936

COVERAGE

<table>
<thead>
<tr>
<th>INER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td>3799710223ES</td>
<td>5/1/2023</td>
<td>5/1/2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td>3799710223ES</td>
<td>5/1/2023</td>
<td>5/1/2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td>3799710323ES</td>
<td>5/1/2023</td>
<td>5/1/2024</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: MEA # 180567 The State of California, Trustees of the California State University, the University, and their officers, employees and volunteers are included as additional insured with respect to General Liability, Auto Liability and Umbrella Liability if required by written contract or agreement. Coverage is written on a primary and non-contributory basis if required by written contract or agreement. Waiver of Subrogation applies in favor of The State of California, Trustees of the California State University, the University, and their officers, employees, and volunteers where required by written contract. Notice of cancellation will be provided to Trustees within 90 days of receipt of any such notice.

CERTIFICATE HOLDER
California State University
Office of the Chancellor
401 Golden Shore
Long Beach CA 90802

CANCELLATION

Authorized Representative
Beecher Carlson Insurance Services, LLC

© 1988-2015 ACORD CORPORATION. All rights reserved.
PW Energy SW MEA: 180567 Forefront Power, LLC Amendment

Final Audit Report

Created: 2023-08-01
By: Jacqueline Lizarraga (jlizarraga@calstate.edu)
Status: Signed
Transaction ID: CJCHBCAABAryHfdG-Nbmhncv-4oueeMivUQ_iFBk2e

"PW Energy SW MEA: 180567 Forefront Power, LLC Amendment" History

Document created by Jacqueline Lizarraga (jlizarraga@calstate.edu)
2023-08-01 - 10:07:46 PM GMT

Document emailed to Sean Higbee (shigbee@calstate.edu) for approval
2023-08-01 - 10:09:20 PM GMT

Document approved by Sean Higbee (shigbee@calstate.edu)
Approval Date: 2023-08-01 - 10:15:12 PM GMT - Time Source: server

Document emailed to yfurukawa@forefrontpower.com for signature
2023-08-01 - 10:15:13 PM GMT

Signer yfurukawa@forefrontpower.com entered name at signing as Yumitake Furukawa
2023-08-01 - 11:46:40 PM GMT

Document e-signed by Yumitake Furukawa (yfurukawa@forefrontpower.com)
Signature Date: 2023-08-01 - 11:46:42 PM GMT - Time Source: server

Document emailed to Elvyra San Juan (esanjuan@calstate.edu) for signature
2023-08-01 - 11:46:43 PM GMT

Document e-signed by Elvyra San Juan (esanjuan@calstate.edu)
Signature Date: 2023-08-03 - 2:39:30 PM GMT - Time Source: server
Document emailed to Kelly Cox (kcox@calstate.edu) for signature
2023-08-03 - 2:39:39 PM GMT

Document e-signed by Kelly Cox (kcox@calstate.edu)
Signature Date: 2023-08-03 - 9:28:59 PM GMT - Time Source: server

Document emailed to ogccontracts@calstate.edu for delegation
2023-08-03 - 9:29:00 PM GMT

Email viewed by ogccontracts@calstate.edu
2023-08-03 - 9:32:38 PM GMT

Document signing delegated to Xanath (pronounced Shawna) McKeever (smckeever@calstate.edu) by ogccontracts@calstate.edu
2023-08-03 - 9:43:23 PM GMT

Document emailed to Xanath (pronounced Shawna) McKeever (smckeever@calstate.edu) for signature
2023-08-03 - 9:43:24 PM GMT

Email viewed by Xanath (pronounced Shawna) McKeever (smckeever@calstate.edu)
2023-08-03 - 9:44:38 PM GMT

Document e-signed by Xanath (pronounced Shawna) McKeever (smckeever@calstate.edu)
Signature Date: 2023-08-03 - 11:02:09 PM GMT - Time Source: server

Agreement completed.
2023-08-03 - 11:02:09 PM GMT