MASTER ENABLING AGREEMENT (04/2021)

This AGREEMENT is made and entered into this 16 day of June, 2022 pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of The California State University on behalf of

| Campus, hereafter referred to as Trustees, and |
| The California State University, Office of the Chancellor |
| Service Provider, hereafter referred to as Service Provider. |
| Brailsford & Dunlavey, Inc. |

Amendment No.: 1
Agreement No.: 20-476
Project No.: Systemwide

Telephone No.: (949) 861-8340
CO Vendor ID No.: 
License or DIR No.: 

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, does hereby agree to furnish all labor, materials, and equipment and to perform all work necessary to complete, in a skillful manner, the following: Real Estate Financial Advisory Services.

Agreement No. 20-476, dated July 1, 2021 is hereby amended as follows:

1. This amendment exercises the option to extend the term for an additional three (3) years. The term of this agreement shall be from July 1, 2022 through June 30, 2025 with one (1) renewal option remaining.

Except as amended herein, all terms and conditions of the original Agreement remain unchanged.

The total amount to be expended under this agreement shall be determined by the overall usage by each participating campus an administrative office of the CSU. Payment shall be made in accordance with Rider D, attached to Agreement No. 20-476. The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the University Contract Administrator of Trustees’ Representative.

Service Provider shall report to Contract Administrator Francis Freire, Director Real Estate Development, Office of the Chancellor, 401 Golden Shore, Long Beach, CA 90802, (562) 951-4204, ffreire@calstate.edu or Elvyra F. San Juan, Assistant Vice Chancellor (562) 951-4090, esanjuan@calstate.edu.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon date first above written.

<table>
<thead>
<tr>
<th>Trustees of the California State University</th>
<th>Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>Firm Name</td>
</tr>
<tr>
<td>California State University, Office of the Chancellor</td>
<td>Brailsford &amp; Dunlavey, Inc.</td>
</tr>
<tr>
<td>By (Trustees’ Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Elvyra F. San Juan, Assistant Vice Chancellor</td>
<td>Printed Name and Title of Person Signing</td>
</tr>
<tr>
<td>401 Golden Shore, Long Beach, CA 90802</td>
<td>Address of Service Provider</td>
</tr>
<tr>
<td>Address of Campus Project Administrator</td>
<td>535 Anton Boulevard, Suite 850, Costa Mesa, CA 92626</td>
</tr>
<tr>
<td>Fund Name</td>
<td>PS Account</td>
</tr>
<tr>
<td>TF – Capital Project Management</td>
<td>PS Fund</td>
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<tr>
<td></td>
<td>PS Dept. ID</td>
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<td>PS Program</td>
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<td>PS Class</td>
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<td></td>
<td>PS Project/Grant</td>
</tr>
<tr>
<td>Amount Encumbered $0</td>
<td>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</td>
</tr>
<tr>
<td>Amount of Increase $0</td>
<td>Signature of Accounting Officer Date</td>
</tr>
<tr>
<td>Amount of Decrease $0</td>
<td>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel 07/25/2022</td>
</tr>
<tr>
<td>Total Amount Encumbered $0</td>
<td>By Attorney Date</td>
</tr>
</tbody>
</table>

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electron mail in “portable document format” (“.pdf”) form or by any other 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  
BRAID&DU-01  
KSANCHEZ  
5/26/2022  

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  
Ames & Gough  
6300 Greensboro Drive  
Suite 980  
McLean, VA 22102  

CONTACT  
PHONE (A/C, No, Ext): (703) 827-2277  
FAX (A/C, No): (703) 827-2279  
E-MAIL: admin@amesgough.com  

INSURED  
Brailesford & Dunlavey  
1140 Connecticut Avenue NW  
Suite 400  
Washington, DC 20036  

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

COVERTAGES  
CERTIFICATE NUMBER:  
REVISION NUMBER:  

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

This certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

State of California, the Trustees of the California State University, the University, (or CSU Auxiliary), their officers, employees, representatives, volunteers, and agents are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Public Works SW Real Estate MEA Contract#20-476

California State University  
Office of the Chancellor  
401 Golden Shore  
2nd Floor  
Long Beach, CA 90802  

CERTIFICATE HOLDER  

CANCELLATION  

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  

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ACORD 25 (2016/03)
ADDITIONAL REMARKS

Description of Operations/Locations/Vehicles:
of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day
Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation
policies in accordance with policy terms and conditions.