This AMENDMENT AGREEMENT is made and entered into this April 1, 2022 as 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 |
| Amendment No.: 2 |
| Agreement No.: 180567 |
| Is agreement for Design Professional services: |
| Project No.: N/A |
| Service Provider, hereafter referred to as Service Provider. |
| Forefront Power, LLC |
| CSU Vendor ID No.: 11125 |
| License Number: 1029402 |
| No (GP-8a) |
| DIR No.: N/A |

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, 2022, is hereby amended as follows:

1. This Amendment No. 2 exercises the option to extend the term of Agreement No. 180567 for an additional one (1) year period from April 1, 2022, to April 1, 2023, 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.

Trustees of the California State University

Campus: The California State University, Office of the Chancellor

By (Trustees' Authorized Signature)

Printed Name and Title of Person Signing

Elvyra F. San Juan, Assistant Vice Chancellor

Address of Campus Project Administrator

401 Golden Shore; Long Beach, CA 90802

SCO Acct Data:

Fund: PS Account

Sub Fund: PS Fund

Agency: PS Dept. ID

Yr: PS Program

Ref/Item: PS Class

Category: PS Project/Grant

Program: Chapter

Element: Fiscal Yr.

Component: 22/23

Chapter

Legal Ref.

Amount Encumbered

$0.00

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

Amount of Increase

$0.00

Signature of Accounting Officer

Date 05/27/2022

Amount of Decrease

$0.00

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

Total Amount Encumbered

$0.00

By Attorney

Date 06/15/2022

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

COVERAGES

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COVERAGE: COMMERCIAL GENERAL LIABILITY

- CLAIMS-MADE: ✓
- OCCUR: ✓

GENL AGGREGATE LIMIT APPLIES PER:
- POLICY: ✓
- PROJ: ✓
- LOC: ✓

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 30 days of receipt of any such notice. (continued)

CERTIFICATE HOLDER

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

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: Beecher Carlson Insurance Services, LLC

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**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
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<tbody>
<tr>
<td>Beecher Carlson Insurance Services</td>
<td>Forefront Power Development LLC</td>
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<tr>
<td></td>
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**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** California State University Office of the Chancellor

**ADDRESS:** 401 Golden Shore Long Beach CA 90802

**DESCRIPTION OF OPERATIONS (continued):**

Umbrella liability is follow-form. All Risk Property coverage for construction & operation included.