



**AMENDMENT TO
 MASTER ENABLING AGREEMENT
 Systemwide Energy Storage Program**
 2021-0520
 For use on any CSU project.

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

<i>Campus, hereafter referred to as Trustees, and</i> The California State University, Office of the Chancellor	Amendment No.: 2	Agreement No.: 180567	Is agreement for Design Professional services: No (GP-8a)	Project No.: N/A
<i>Service Provider, hereafter referred to as Service Provider.</i> Forefront Power, LLC	CSU Vendor ID No.: 11125	License Number: 1029402		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							Service Provider						
Campus The California State University, Office of the Chancellor							Firm Name ForeFront Power, LLC						
By (Trustees' Authorized Signature) <small>Elvyra San Juan (May 27, 2022 08:08 CDT)</small>							By (Authorized Signature) <small>Michael D. Smith (May 19, 2022 20:36 GMT+1)</small>						
Printed Name and Title of Person Signing Elvyra F. San Juan, Assistant Vice Chancellor							Printed Name and Title of Person Signing Michael Smith, CEO						
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802							Address of Service Provider 100 Montgomery Street, Suite 725: San Francisco, CA 94104						
SCO Acct Data:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
Fund Name				PS Account	PS Fund	PS Dept. ID	PS Program	PS Class	PS Project/Grant				
Amount Encumbered \$0.00		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>											
Amount of Increase \$0.00		Signature of Accounting Officer <small>Kelly Cox (May 27, 2022 08:27 PDT)</small>									Date 05/27/2022		
Amount of Decrease \$0.00		<i>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</i>											
Total Amount Encumbered \$0.00		By Attorney <small>Xanath (pronounced Shawna) McKeever (Jun 15, 2022 23:55 PDT)</small>									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

DATE (MM/DD/YYYY)

5/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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	CONTACT NAME: Ginny McCarthy PHONE (A/C, No, Ext): 646-358-8537 E-MAIL ADDRESS: Ginny.McCarthy@BBrown.com	FAX (A/C, No): 770-870-3043
	INSURER(S) AFFORDING COVERAGE	
INSURED Forefront Power Development LLC 100 Montgomery Street, Suite 725 San Francisco CA 94101	INSURER A: AXIS Surplus Insurance Company	26620
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 68291597

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3799710222ES	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3799710222ES	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3799710322ES	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Builders Risk/All Risk Property			3799710122ES	3/1/2022	3/1/2023		Replacement Cost

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**CANCELLATION**

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

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*

Beecher Carlson Insurance Services, LLC

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Forefront Power Development LLC 100 Montgomery Street, Suite 725 San Francisco CA 94101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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