

AMENDMENT NO. THREE TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO, CAL MICROTURBINE, INC. AND CAPSTONE GREEN ENERGY, LLC

THIS AMENDMENT TO THE AGREEMENT, entered into this _____, 20 __, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CAL MICROTURBINE, INC., hereinafter called "Assignor", and CAPSTONE GREEN ENERGY, LLC, hereinafter called "Assignee";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 25, 2019, under Resolution No. 076783 authorized by the Board of Supervisors, the parties entered into an Agreement for service, repair and rebuild of the microturbines at the Youth Service Center from June 1, 2019 through May 31, 2024 in an amount not-to-exceed \$341,610; and

WHEREAS, on November 1, 2022, the Board of Supervisors adopted Resolution No. 079279 authorizing Amendment No.1 to increase the not-to-exceed amount by \$458,390 for a new not to exceed amount of \$800,000 with no change in term; and

WHEREAS, on September 25, 2024, the parties amended the Agreement to extend the term for an additional five years through May 31, 2029; and

WHEREAS, the Assignor desires to assign all obligations and liabilities under the agreement to the Assignee, and the Assignee desires to assume the same; and

WHEREAS, the County desires to consent to such assignment and assumption; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount by an additional \$750,000 for a new not-to exceed amount of \$1,550,000 with no change in term and assign all obligations and liabilities of the Agreement from Assignor to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed One Million Five Hundred Fifty Thousand and 0/100 Dollars (\$1,550,000.00).

2. Section 16 Notices to the agreement is amended effective August 13, 2025 as follows:

All Notices shall be addressed to Assignee as follows:

Attn: Stephen Oorloff/Account Credit Manager
16640 Stagg Street
Van Nuys, CA 91406

3. Other Changes:

Exhibit B Payment is hereby amended effective June 1, 2024 to read as follows:

Payment for the service agreement shall be made annually in the amount of \$168,582 for a not-to-exceed fiscal obligation of \$1,550,000.

Attachment 2 Name Change Letter from Assignee is hereby added to the Agreement effective August 13, 2025.


Assignment and Assumption: The Assignor hereby assigns and the Assignee hereby accepts, all obligations and liabilities of the Agreement dated June 25, 2019 between the County and Assignor including all the amendments to the Agreement. The County consents to such assignment and assumption.

The name of the Assignor shall be replaced with the name of the Assignee wherever it appears on the Agreement and any related amendments.

4. All other terms and conditions of the agreement dated June 25, 2019, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Assignor: Cal Microturbine, Inc.
(By Capstone Green Energy, LLC -
Sole Owner of Cal Microturbine, Inc.)

Signed by:

61B1B285E8B44D7...

Assignor Signature


3/24/2026

Date

Tracy Chidbachian

Assignor Name (please print)

For Assignee: Capstone Green Energy

Signed by:

17E05980DB1749D...

Assignee Signature

3/25/2026

Date

Candice Graves

Assignee Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board