

**Second Amendment to Master Price Agreement for  
FLEET ELECTRIFICATION CHARGING, SUPPLIES & SERVICES  
Pricing Schedule Update**

This Amendment to the Master Price Agreement is entered into this 20<sup>th</sup> day of April 2026 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and CAPSTONE ENGINEERED SOLUTIONS (“Vendor”) based upon the sales and/or service of Fleet Electrification Charging, Supplies, and Services.

**RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS24160 on or about September 24, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor previously executed a First Amendment to the Master Price Agreement on November 18, 2025, which replaced Attachment A in its entirety to reflect an updated pricing schedule; and

WHEREAS, Attachment A of the Master Price Agreement, as amended, currently sets forth the applicable pricing schedule; and

WHEREAS, Vendor has identified further evolving needs of public fleet operators in connection with electric vehicle adoption and seeks to revise the pricing schedule to (i) add additional microturbine and component product offerings, (ii) expand fuel type coverage to include propane for microturbine units, and (iii) incorporate a uniform, destination-based shipping fee schedule consistent with Section 7.1 of the original solicitation (RFP 2435); and

WHEREAS, the parties desire that the Master Price Agreement shall be further amended in part to reflect that Attachment A is replaced in its entirety; and

WHEREAS, the parties now desire to amend the Agreement solely for the purpose of updating the pricing schedule, without altering any other terms or conditions of the Agreement; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Schedule Update**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following pricing schedule:

### ATTACHMENT A to Master Price Agreement by and between VENDOR and PURCHASER. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Trailer and Skid Mounted Solutions				
Microturbine Based - Fuel Types: Natural Gas / Renewable Natural Gas / Propane				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
MT65-NG-3X48	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V and 120/208V	3	3 x 48 AMP L2 AC Dual Port	\$334,746.00
MT65-NG-1X60L3	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	3	1 x 60kW L3 DC Dual Port	\$323,762.00
MT200-NG-5X80	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V and 120/208V	5	5 x 80 AMP L2 AC Dual Port	\$684,014.00
MT200-NG-3X60L3	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	5	3 x 60 kW L3 DC Single Port	\$786,138.00
MT200-NG-1X200L3	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	5	1 x 180kW L3 DC Dual Port	\$693,330.00
MT65-NG	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, NG, 480V Only	3	Microturbine Only	\$192,477.00
MT65-LPG	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, LPG, 480V Only	3	Microturbine Only	\$203,586.00
MT200-NG	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	3	Microturbine Only	\$540,836.00
FDS-MT65-LPG	65 kW Microturbine LPG Fuel Delivery System	2	Fuel System Only	\$68,980.00
TRNS-MT65-00	480V to 120/208V Transformer for C65 kW Microturbine	2	Transformer Only	\$15,000.00
Gas Engine Based - Fuel Types: Natural Gas / Propane / Renewable Natural Gas / Renewable Propane				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
HRSG 36 M6U	35 kW Generator Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package 120/240 1 Ph.	2	1 x 48 AMP L2 AC Dual Port	\$128,935.00
CESC 105/83 kW	CESC 105KW NG, 83KW LPG Generator, Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package, 120/208V	2	3 x 80 AMP L2 AC Dual Port	\$215,537.14
CESC 105/83 kW	CESC 105KW NG, 83KW LPG Generator, Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package, 480V	2	1 x 80 KW L3 DC Dual Port	\$242,351.43
EHR 30/60-45G	Hybrid 25 kW Gas Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed 120/208V, Max 183 AMPS	3	2 x 48 AMP L2 AC Dual Port	\$306,042.47

(Note 1) All units come trailer or skid mounted, specify at time of order.

(Note 2) All units can be used for EV Charging and/or generators, output voltage varies by model.

(Note 3) All Microturbines and Engine based units can be ordered with optional trailer mounted CNG or LPG fuel storage. See price option table.

(Note 4) All Equipment includes start up by factory trained technicians.

(Note 5) Manufacturer Warranties and Terms & Conditions are available upon request.

Optional On-Trailer Natural Gas (CNG) and Propane (LPG) Storage			
Part Number	Storage Configuration	Shipping Category	Sell Price
CNG-131	Complete 131 DGE CNG Type 4 DOT Storage System Installed and Connected to Generator with Industry Standard NGV1 Refueling Port. Approx. 20 hr. Runtime for MT65 @ 80% Load	0	\$74,824.29
CNG-175	Complete 175 DGE CNG Type 4 DOT Storage System Installed and Connected to Generator with Industry Standard NGV1 Refueling Port. Approx. 10 hr. Runtime for MT200 @ 80% Load	0	\$90,452.86
LPG-125	Complete LPG Storage System 125 Gallons Installed and Connected to Generator with Standard Refueling Connector. Approx.12 hr. Runtime for CESC 105/83 or 40 hr. Runtime for HRS36, @ 80% Load.	0	\$24,142.86

Trailer and Skid Mounted Solutions				
Diesel Engine Based - Fuel Types: Diesel / Renewable Diesel				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
HRIW 125 T4F1-D	100 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 120/208 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	3 x 80 AMP L2 AC Dual Port	\$262,889.60
HRIW 125 T4F2-D	100 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	1 x 100 KW L3 DC Dual Port	\$294,346.74
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 120/208 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	5 x 80 AMP L2 AC Dual Port	\$365,819.40
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	3 x 60 kW L3 DC Single Port	\$484,319.40
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	1 x 180kW L3 DC Dual Port	\$385,027.97
EHR 30/60-70D	25 kW Diesel Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed 120/208 3 Ph, Max 183 AMPS	5	2 x 48 AMP L2 AC Dual Port	\$357,337.17
EHR 40/60-70D	32 kW Diesel Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed, 120/240V 1 Ph Max 250 AMPS	5	3 x 48 AMP L2 AC Dual Port	\$430,072.27

(Note 1) All units come trailer or skid mounted, specify at time of order.

(Note 2) All units can be used for EV Charging and/or generators, output voltage varies by model.

(Note 3) All Microturbines and Engine based units can be ordered with optional trailer mounted CNG or LPG fuel storage. See price option table.

(Note 4) All Equipment includes start up by factory trained technicians.

(Note 5) Manufacturer Warranties and Terms & Conditions are available upon request.

Battery Based XOS HUB Pricing										
Battery Based - AC Input 480VAC, 240VAC, 208VAC up to 80 kW - DCFC Input up to 150 kW										
Model Number	Skid or Trailer	Type	Shipping Category	Description	Sell Price	LOC Discount				
						1-5 units	6-10 units	11-15 units	16-49 units	50+ units
MC02-PA-A0001	Unit Only / Skid Mount	Original	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$218,000.00	\$199,470.00	\$196,200.00	\$190,750.00	\$174,400.00	\$152,600.00
MC02-PA-A0003	Unit Only / Skid Mount	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$177,000.00	\$161,955.00	\$159,300.00	\$154,875.00	\$141,600.00	\$123,900.00

MC02-PA-A0004	Unit Only / Skid Mount	Standard	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$237,000.00	\$216,855.00	\$213,300.00	\$207,375.00	\$189,600.00	\$165,900.00
MC02-PA-A0005	Unit Only / Skid Mount	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$274,000.00	\$250,710.00	\$246,600.00	\$239,750.00	\$219,200.00	\$191,800.00
MC02-PA-A0006	Unit Only / Skid Mount	High Power	6	630 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$274,000.00	\$250,710.00	\$246,600.00	\$239,750.00	\$219,200.00	\$191,800.00
MG01-PA-A0001	Unit Only / Skid Mount	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$225,000.00	\$205,875.00	\$202,500.00	\$196,875.00	\$180,000.00	\$157,500.00
MC02-ZA-A0001	With Trailer	Original	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$228,000.00	\$208,620.00	\$205,200.00	\$199,500.00	\$182,400.00	\$159,600.00
MC02-ZA-A0003	With Trailer	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$187,000.00	\$171,105.00	\$168,300.00	\$163,625.00	\$149,600.00	\$130,900.00
MC02-ZA-A0004	With Trailer	Standard	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$247,000.00	\$226,005.00	\$222,300.00	\$216,125.00	\$197,600.00	\$172,900.00
MC02-ZA-A0005	With Trailer	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$284,000.00	\$259,860.00	\$255,600.00	\$248,500.00	\$227,200.00	\$198,800.00
MC02-ZA-A0006	With Trailer	High Power	6	630 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$284,000.00	\$259,860.00	\$255,600.00	\$248,500.00	\$227,200.00	\$198,800.00
MG01-ZA-A0001	With Trailer	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$235,000.00	\$215,025.00	\$211,500.00	\$205,625.00	\$188,000.00	\$164,500.00
N/A	N/A	Xosphere Offer for LOC	6	Xosphere telematics software - Included subscription for LOC participating entities	\$1,150.00	6 months Xosphere included (\$575 per Hub)	12 months Xosphere included (\$1,150 per Hub)	18 months Xosphere included (\$1,725 per Hub)	24 months Xosphere included (\$2,300 per Hub)	36 months Xosphere included (\$3,450 per Hub)

**OPTIONAL ITEMS - NOT REQUIRED FOR STANDARD HUB FUNCTIONALITY**

Model Number	Skid or Trailer	Type	Shipping Category	Description	List Price	LOC Discount				
						1-5 units	6-10 units	11-15 units	16-49 units	50+ units
N/A	N/A	Xosphere for Mobile Charging	0	12 month subscription, Xosphere telematics monitoring, reporting, and support software for Hub (prices are per Hub unit)	\$1,150.00	\$1,052.00	\$1,035.00	\$1,006.00	\$920.00	\$805.00
VN00-ZB-M0032	N/A	Input Cable	1	25 ft. AC cable with camlock connector kits crimped to Hub end	\$2,160.00	\$1,976.00	\$1,944.00	\$1,890.00	\$1,728.00	\$1,512.00
MC02-RA-A0001	N/A	Camlock connector kit	1	Spare kit (one kit included per Hub)	\$981.00	\$898.00	\$883.00	\$858.00	\$785.00	\$687.00
N/A	N/A	1-day training	0	In-person training and commissioning, per day, per site	\$5,100.00	\$4,667.00	\$4,590.00	\$4,463.00	\$4,080.00	\$3,570.00
N/A	N/A	12 months of PM	0	Preventive maintenance plan, per Hub, per 12 month period	\$5,750.00	\$5,261.00	\$5,175.00	\$5,031.00	\$4,600.00	\$4,025.00
N/A	N/A	Spare parts	1	Extra sets of most frequently replaced components to reduce downtime. Includes: Long lead time parts; Single-point-of-failure parts; Parts that may be damaged by operator (example: charge cables). Please see attached Spare Parts List	\$20,304.00	\$18,578.00	\$18,274.00	\$17,766.00	\$16,243.00	\$14,213.00
N/A	N/A	Extended warranty	0	Optional 3-year extension to the standard 3-year warranty; price per Hub	\$20,000.00	\$18,300.00	\$18,000.00	\$17,500.00	\$16,000.00	\$14,000.00

**LEASE PRICING (Minimum 6-month term)**

Model Number	Skid or Trailer	Type	Shipping Category	Description	LOC Monthly Lease Fee
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MC02-PA-A0001	Unit Only / Skid Mount	Standard	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$7,125.00
MC02-PA-A0003	Unit Only / Skid Mount	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$6,555.00
MC02-PA-A0004	Unit Only / Skid Mount	High Power	6	420 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$9,690.00
MC02-PA-A0005	Unit Only / Skid Mount	High Capacity	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$9,690.00
MC02-PA-A0006	Unit Only / Skid Mount	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$11,400.00
MG01-PA-A0001	Unit Only / Skid Mount	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$8,550.00
MC02-ZA-A0001	With Trailer	Standard	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$7,125.00
MC02-ZA-A0003	With Trailer	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$6,555.00
MC02-ZA-A0004	With Trailer	High Power	6	420 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$9,690.00
MC02-ZA-A0005	With Trailer	High Capacity	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$9,690.00
MC02-ZA-A0006	With Trailer	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$11,400.00
MG01-ZA-A0001	With Trailer	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$8,550.00

BTC Power EV Chargers				
BTC L2, L3 Chargers and Support				
Type	Description	Shipping Category	Pricing	
L2 Max	80A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$9,514.29	
L2 Max	80A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$7,661.43	
L2 Max	48A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$8,897.14	
L2 Max	48A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$7,167.14	
L2 Max	32A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$8,465.71	
L2 Max	32A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$6,795.71	
AIO	60kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$55,357.14	
AIO	120kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$60,000.00	
AIO	150kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$62,642.86	
AIO	180kW AIO, 500A-CCS1/500A-CCS1 or CCS1/NACS, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$64,500.00	
Tower	Gen 4 Tower 180kW, 2-Channel	2	\$66,780.00	
Tower	Gen 4 Tower 360kW, 2-Channel	2	\$82,600.00	
Tower	Gen 4 Tower 360kW, 4-Channel	2	\$92,400.00	
Public Dispenser	Gen 4 Public Dispenser 500A-CCS1/500A-CCS1 (450A Simultaneous) or CCS1/NACS, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	0	\$64,400.00	
Fleet Dispenser	Gen 4 Fleet Dispenser 350A-CCS1/350A-CCS1, RFID	0	\$46,200.00	
Accessory	L2 Retractors (Per port)	0	\$500.00	
Warranty	Optional L2 Charger Extended Warranty to 3 Years (per port)	0	\$3,125.00	
Warranty	Optional L2 Charger Extended Warranty to 5 Years (per port)	0	\$4,375.00	
Warranty	Optional DC AiO (All-in-One) Product Extended Warranty to 3 Years (per charger)	0	\$17,500.00	
Warranty	Optional DC AiO (All-in-One) Product Extended Warranty to 5 Years (per charger)	0	\$28,750.00	
Warranty	Optional DC 360kW Split System Extended Warranty to 3 Years (per system)	0	\$39,783.75	
Warranty	Optional DC 360kW Split System Extended Warranty to 5 Years (per system)	0	\$78,437.50	
Fee	Initial Inspection and Turn On by BTCPower Technician - Price Per Tower	0	\$3,000.00	
Fee	Initial Inspection and Turn On by BTCPower Technician - Price Per Unit	0	\$2,142.86	
Fee	EV Pump - 3 Years (Fleet Software)	0	\$925.71	
Fee	EV Pump - 5 Years (Fleet Software)	0	\$1,542.86	

Fee	Data Plan & Sim Cards - 3 Years	0	\$1,028.57
Fee	Data Plan & Sim Cards - 5 Years	0	\$1,714.29
Fee	Technician Training - Price per Technician	0	\$3,214.29

ATOM EV Chargers													
Atom Power L2 Chargers with 25ft Cable Length - Includes 5 Year Warranty and 5 Year Atom Insight Software Subscription													
Amperage	Mount Type	Shipping Category	Port Type	# of Ports									
				3	4	5	6	7	8	9	10	11	12+
48	Pedestal	1	Single	\$7,302.86	\$6,630.00	\$6,220.00	\$5,947.14	\$5,751.43	\$5,604.29	\$5,494.29	\$5,407.14	\$5,331.43	\$5,267.14
48	Pedestal	1	Dual		\$6,090.00		\$5,407.14		\$5,065.71		\$4,867.14		\$4,728.57
48	Wallbox	1	Single	\$6,557.14	\$5,884.29	\$5,474.29	\$5,200.00	\$5,004.29	\$4,857.14	\$4,748.57	\$4,660.00	\$4,584.29	\$4,521.43
48	Wallbox	1	Dual		\$5,712.86		\$5,028.57		\$4,685.71		\$4,488.57		\$4,350.00
48	CM	1	Single	\$8,467.14	\$7,794.29	\$7,384.29	\$7,111.43	\$6,915.71	\$6,768.57	\$6,658.57	\$6,571.43	\$6,495.71	\$6,431.43
48	CM	1	Dual		\$7,262.86		\$6,578.57		\$6,235.71		\$6,040.00		\$5,900.00
80	Pedestal	1	Single	\$7,680.00	\$7,008.57	\$6,597.14	\$6,324.29						
80	Pedestal	1	Dual		\$6,551.43		\$5,868.57						
80	Wallbox	1	Single	\$6,888.57	\$6,217.14	\$5,805.71	\$5,532.86						
80	Wallbox	1	Dual		\$6,071.43		\$5,387.14						
80	CM	1	Single	\$8,685.71	\$8,014.29	\$7,602.86	\$7,330.00						
80	CM	1	Dual		\$7,680.00		\$6,995.71						

Atom Power Distribution Skids for L2 Charging Infrastructure				
Product Code	Shipping Category	System Input Voltage	Description	Price
AP-75-480-240-AP1-48/80-EMS	2	480V 3P	48A 75 kVA Atom Power Skid (480 - 240V)	\$26,672.86
AP-112-480-240-AP1-48/80-EMS	2	480V 3P	48A 112 kVA Atom Power Skid (480 - 240V)	\$31,331.43
AP-150-480-240-AP1-48/80-EMS	2	480V 3P	48A 150 kVA Atom Power Skid (480 - 240V)	\$36,227.14
AP-112-480-240-AP1-48/80-EMS-XL	2	480V 3P	48A 112 kVA XL Atom Power Skid (480 - 240V)	\$35,378.57
AP-150-480-240-AP1-48/80-EMS-XL	2	480V 3P	48A 150 kVA XL Atom Power Skid (480 - 240V)	\$38,497.14
AP-75-208-X-AP1-48/80-EMS	2	208 3P	48A 75 kVA Atom Power Skid (208V)	\$21,068.57
AP-112-208-X-AP1-48/80-EMS	2	208 3P	48A 112 kVA Atom Power Skid (208V)	\$22,261.43
AP-112-208-X-AP1-48/80-EMS-XL	2	208 3P	48A 112 kVA XL Atom Power Skid (208V)	\$29,881.43

Products are shipped Ex-works with purchaser arranged shipping. Vendor can provide logistics quotations through third-party providers as needed. Expedited shipping services can be quoted as well. Shipping charges for LOC Program Products are set forth in the Shipping Fees table below.

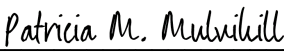
Shipping Fees for LOC Program Products							
United States of America	Shipping Category						
	0	1	2	3	4	5	6
Alabama	\$-	\$552.90	\$2,395.90	\$5,160.40	\$5,897.60	\$8,293.50	\$3,825.00
Alaska	\$-	\$550.20	\$2,384.20	\$5,135.20	\$5,868.80	\$8,253.00	\$14,450.00
Arizona	\$-	\$122.70	\$531.70	\$1,145.20	\$1,308.80	\$1,840.50	\$10,013.00
Arkansas	\$-	\$442.80	\$1,918.80	\$4,132.80	\$4,723.20	\$6,642.00	\$4,406.40
California	\$-	\$108.60	\$470.60	\$1,013.60	\$1,158.40	\$1,629.00	\$10,795.00
Colorado	\$-	\$249.00	\$1,079.00	\$2,324.00	\$2,656.00	\$3,735.00	\$9,265.00
Connecticut	\$-	\$753.00	\$3,263.00	\$7,028.00	\$8,032.00	\$11,295.00	\$6,630.00
Delaware	\$-	\$712.20	\$3,086.20	\$6,647.20	\$7,596.80	\$10,683.00	\$4,420.00
Florida	\$-	\$597.30	\$2,588.30	\$5,574.80	\$6,371.20	\$8,959.50	\$5,865.00
Georgia	\$-	\$579.60	\$2,511.60	\$5,409.60	\$6,182.40	\$8,694.00	\$2,890.00
Hawaii	\$-	\$768.00	\$3,328.00	\$7,168.00	\$8,192.00	\$11,520.00	\$26,945.00
Idaho	\$-	\$201.00	\$871.00	\$1,876.00	\$2,144.00	\$3,015.00	\$9,180.00
Illinois	\$-	\$486.30	\$2,107.30	\$4,538.80	\$5,187.20	\$7,294.50	\$3,145.00
Indiana	\$-	\$541.80	\$2,347.80	\$5,056.80	\$5,779.20	\$8,127.00	\$2,720.00
Iowa	\$-	\$430.80	\$1,866.80	\$4,020.80	\$4,595.20	\$6,462.00	\$5,355.00
Kansas	\$-	\$388.80	\$1,684.80	\$3,628.80	\$4,147.20	\$5,832.00	\$5,525.00
Kentucky	\$-	\$562.20	\$2,436.20	\$5,247.20	\$5,996.80	\$8,433.00	\$1,615.00
Louisiana	\$-	\$479.40	\$2,077.40	\$4,474.40	\$5,113.60	\$7,191.00	\$5,015.00
Maine	\$-	\$795.00	\$3,445.00	\$7,420.00	\$8,480.00	\$11,925.00	\$6,800.00
Maryland	\$-	\$696.90	\$3,019.90	\$6,504.40	\$7,433.60	\$10,453.50	\$3,995.00
Massachusetts	\$-	\$777.30	\$3,368.30	\$7,254.80	\$8,291.20	\$11,659.50	\$6,545.00
Michigan	\$-	\$571.80	\$2,477.80	\$5,336.80	\$6,099.20	\$8,577.00	\$3,570.00
Minnesota	\$-	\$458.70	\$1,987.70	\$4,281.20	\$4,892.80	\$6,880.50	\$5,423.00
Mississippi	\$-	\$486.60	\$2,108.60	\$4,541.60	\$5,190.40	\$7,299.00	\$2,975.00
Missouri	\$-	\$443.70	\$1,922.70	\$4,141.20	\$4,732.80	\$6,655.50	\$4,590.00
Montana	\$-	\$277.50	\$1,202.50	\$2,590.00	\$2,960.00	\$4,162.50	\$8,500.00
Nebraska	\$-	\$380.40	\$1,648.40	\$3,550.40	\$4,057.60	\$5,706.00	\$5,610.00
Nevada	\$-	\$108.90	\$471.90	\$1,016.40	\$1,161.60	\$1,633.50	\$8,160.00
New Hampshire	\$-	\$768.90	\$3,331.90	\$7,176.40	\$8,201.60	\$11,533.50	\$6,290.00
New Jersey	\$-	\$722.70	\$3,131.70	\$6,745.20	\$7,708.80	\$10,840.50	\$4,930.00
New Mexico	\$-	\$211.80	\$917.80	\$1,976.80	\$2,259.20	\$3,177.00	\$7,650.00
New York	\$-	\$735.90	\$3,188.90	\$6,868.40	\$7,849.60	\$11,038.50	\$7,650.00
North Carolina	\$-	\$669.60	\$2,901.60	\$6,249.60	\$7,142.40	\$10,044.00	\$4,080.00
North Dakota	\$-	\$380.40	\$1,648.40	\$3,550.40	\$4,057.60	\$5,706.00	\$7,650.00
Ohio	\$-	\$591.90	\$2,564.90	\$5,524.40	\$6,313.60	\$8,878.50	\$3,910.00
Oklahoma	\$-	\$353.70	\$1,532.70	\$3,301.20	\$3,772.80	\$5,305.50	\$5,950.00
Oregon	\$-	\$238.20	\$1,032.20	\$2,223.20	\$2,540.80	\$3,573.00	\$11,050.00
Pennsylvania	\$-	\$688.80	\$2,984.80	\$6,428.80	\$7,347.20	\$10,332.00	\$4,930.00
Rhode Island	\$-	\$772.50	\$3,347.50	\$7,210.00	\$8,240.00	\$11,587.50	\$5,950.00

South Carolina	\$-	\$633.90	\$2,746.90	\$5,916.40	\$6,761.60	\$9,508.50	\$3,655.00
South Dakota	\$-	\$341.10	\$1,478.10	\$3,183.60	\$3,638.40	\$5,116.50	\$7,650.00
Tennessee	\$-	\$533.10	\$2,310.10	\$4,975.60	\$5,686.40	\$7,996.50	\$1,530.00
Texas	\$-	\$367.50	\$1,592.50	\$3,430.00	\$3,920.00	\$5,512.50	\$4,930.00
Utah	\$-	\$174.00	\$754.00	\$1,624.00	\$1,856.00	\$2,610.00	\$9,520.00
Vermont	\$-	\$753.60	\$3,265.60	\$7,033.60	\$8,038.40	\$11,304.00	\$5,950.00
Virginia	\$-	\$684.00	\$2,964.00	\$6,384.00	\$7,296.00	\$10,260.00	\$4,250.00
Washington	\$-	\$279.00	\$1,209.00	\$2,604.00	\$2,976.00	\$4,185.00	\$10,200.00
West Virginia	\$-	\$633.60	\$2,745.60	\$5,913.60	\$6,758.40	\$9,504.00	\$2,805.00
Wisconsin	\$-	\$500.40	\$2,168.40	\$4,670.40	\$5,337.60	\$7,506.00	\$3,995.00
Wyoming	\$-	\$264.60	\$1,146.60	\$2,469.60	\$2,822.40	\$3,969.00	\$7,225.00

**2. Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about September 24, 2024, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties hereto signed this Amendment on the day and year first above written.


**LEAGUE OF OREGON CITIES**

Signed by:  
  
\_\_\_\_\_  
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Date April 21, 2026 | 9:06 AM PDT

BY: Patricia M. Mulvihill  
ITS: Executive Director

**CAPSTONE ENGINEERED SOLUTIONS**

DocuSigned by:  
  
\_\_\_\_\_  
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Date April 21, 2026 | 7:15 AM PDT

BY: Jim Crouse  
ITS: President

# **First Amendment to Master Price Agreement for FLEET ELECTRIFICATION CHARGING, SUPPLIES & SERVICES**

## **Pricing Schedule Update**

This Amendment to the Master Price Agreement is entered into this 18<sup>th</sup> day of November 2025 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and CAPSTONE ENGINEERED SOLUTIONS (“Vendor”) based upon the sales and/or service of Fleet Electrification Charging, Supplies, and Services.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS24160 on or about September 24, 2024, and by this reference incorporated herein; and

WHEREAS, Attachment A of the Master Price Agreement currently sets forth the applicable pricing schedule; and

WHEREAS, Vendor has identified evolving needs of public fleet operators in connection with electric vehicle adoption and seeks to revise the pricing schedule to reflect updated products and services; and

WHEREAS, the parties desire that the Master Price Agreement shall be amended in part to reflect that Attachment A is replaced in its entirety.

WHEREAS, the parties now desire to amend the Agreement solely for the purpose of updating the pricing schedule, without altering any other terms or conditions of the Agreement; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO MASTER PRICE AGREEMENT

- Pricing Schedule Update.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following pricing schedule:

### ATTACHMENT A to Master Price Agreement by and between **VENDOR** and **PURCHASER**. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Trailer and Skid Mounted Solutions				
Microturbine Based - Fuel Types: Natural Gas / Renewable Natural Gas				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
MT65-NG-3X48	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V and 120/208V	3	3 x 48 AMP L2 AC Dual Port	\$ 334,746.00
MT65-NG-1X60L3	65 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	3	1 x 60kW L3 DC Dual Port	\$ 323,762.00
MT200-NG-5X80	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V and 120/208V	5	5 x 80 AMP L2 AC Dual Port	\$ 684,014.00
MT200-NG-3X60L3	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	5	3 x 60 kW L3 DC Single Port	\$ 786,138.00
MT200-NG-1X200L3	200 kW Microturbine Outdoor Enclosure UL Listed Industrial Package, 480V Only	5	1 x 180kW L3 DC Dual Port	\$ 693,330.00
Gas Engine Based - Fuel Types: Natural Gas / Propane / Renewable Natural Gas / Renewable Propane				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
HRS36 36 M6U	35 kW Generator Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package 120/240 1 Ph.	2	1 x 48 AMP L2 AC Dual Port	\$ 128,935.00
CESC 105/83 kW	CESC 105KW NG, 83KW LPG Generator, Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package, 120/208V	2	3 x 80 AMP L2 AC Dual Port	\$ 215,537.14
CESC 105/83 kW	CESC 105KW NG, 83KW LPG Generator, Outdoor Sound Attenuated Enclosure, UL Listed Industrial Package, 480V	2	1 x 80 KW L3 DC Dual Port	\$ 242,351.43
EHR 30/60-45G	Hybrid 25 kW Gas Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed 120/208V, Max 183 AMPS	3	2 x 48 AMP L2 AC Dual Port	\$ 306,042.47

(Note 1) All units come trailer or skid mounted, specify at time of order.  
 (Note 2) All units can be used for EV Charging and/or generators, output voltage varies by model.  
 (Note 3) All Microturbines and Engine based units can be ordered with optional trailer mounted CNG or LPG fuel storage. See price option table. (Note 4) All Equipment includes start up by factory trained technicians.  
 (Note 5) Manufacturer Warranties and Terms & Conditions are available upon request.

Optional On-Trailer Natural Gas (CNG) and Propane (LPG) Storage			
Part Number	Storage Configuration	Shipping Category	Sell Price
CNG-131	Complete 131 DGE CNG Type 4 DOT Storage System Installed and Connected to Generator with Industry Standard NGV1 Refueling Port. Approx. 20 hr. Runtime for MT65 @ 80% Load	0	\$ 74,824.29
CNG-175	Complete 175 DGE CNG Type 4 DOT Storage System Installed and Connected to Generator with Industry Standard NGV1 Refueling Port. Approx. 10 hr. Runtime for MT200 @ 80% Load	0	\$ 90,452.86
LPG-125	Complete LPG Storage System 125 Gallons Installed and Connected to Generator with Standard Refueling Connector. Aprox.12 hr. Runtime for CESC 105/83 or 40 hr. Runtime for HRSG 36, @ 80% Load.	0	\$ 24,142.86

Trailer and Skid Mounted Solutions				
Diesel Engine Based - Fuel Types: Diesel / Renewable Diesel				
Part Number	Power Configuration	Shipping Category	Charger Configuration	Sell Price
HRIW 125 T4F1-D	100 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 120/208 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	3 x 80 AMP L2 AC Dual Port	\$ 262,889.60
HRIW 125 T4F2-D	100 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	1 x 100 KW L3 DC Dual Port	\$ 294,346.74
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 120/208 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	5 x 80 AMP L2 AC Dual Port	\$ 365,819.40
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	3 x 60 kW L3 DC Single Port	\$ 484,319.40
HRJW 240 T4F-D	192 kW Engine Outdoor Sound Attenuated Enclosure, UL listed Industrial Package, 4 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph/240 3Ph Delta* - EV Charger only available with 480V 3 Ph, GFCI/50A Receptacles will not work in 240 3PH Delta Position)	2	1 x 180kW L3 DC Dual Port	\$ 385,027.97

EHR 30/60-70D	25 kW Diesel Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed 120/208 3 Ph, Max 183 AMPS	5	2 x 48 AMP L2 AC Dual Port	\$ 357,337.17
EHR 40/60-70D	32 kW Diesel Engine + 56 kWh Battery Storage Outdoor Sound Attenuated Enclosure UL Listed, 120/240V 1 Ph Max 250 AMPS	5	3 x 48 AMP L2 AC Dual Port	\$ 430,072.27

(Note 1) All units come trailer or skid mounted, specify at time of order.  
 (Note 2) All units can be used for EV Charging and/or generators, output voltage varies by model.  
 (Note 3) All Microturbines and Engine based units can be ordered with optional trailer mounted CNG or LPG fuel storage.  
 See price option table.  
 (Note 4) All Equipment includes start up by factory trained technicians.  
 (Note 5) Manufacturer Warranties and Terms & Conditions are available upon request.

Battery Based XOS HUB Pricing										
Battery Based - AC Input 480VAC, 240VAC, 208VAC up to 80 kW - DCFC Input up to 150 kW										
Model Number	Skid or Trailer	Type	Shipping Category	Description	Sell Price	LOC Discount				
						1-5 units	6-10 units	11-15 units	16-49 units	50+ units
MC02-PA-A0001	Unit Only / Skid Mount	Original	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$ 218,000.00	\$ 199,470.00	\$ 196,200.00	\$ 190,750.00	\$ 174,400.00	\$ 152,600.00
MC02-PA-A0003	Unit Only / Skid Mount	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$ 177,000.00	\$ 161,955.00	\$ 159,300.00	\$ 154,875.00	\$ 141,600.00	\$ 123,900.00
MC02-PA-A0004	Unit Only / Skid Mount	Standard	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$ 237,000.00	\$ 216,855.00	\$ 213,300.00	\$ 207,375.00	\$ 189,600.00	\$ 165,900.00
MC02-PA-A0005	Unit Only / Skid Mount	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$ 274,000.00	\$ 250,710.00	\$ 246,600.00	\$ 239,750.00	\$ 219,200.00	\$ 191,800.00
MC02-PA-A0006	Unit Only / Skid Mount	High Power	6	630 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$ 274,000.00	\$ 250,710.00	\$ 246,600.00	\$ 239,750.00	\$ 219,200.00	\$ 191,800.00
MG01-PA-A0001	Unit Only / Skid Mount	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$ 225,000.00	\$ 205,875.00	\$ 202,500.00	\$ 196,875.00	\$ 180,000.00	\$ 157,500.00
MC02-ZA-A0001	With Trailer	Original	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$ 228,000.00	\$ 208,620.00	\$ 205,200.00	\$ 199,500.00	\$ 182,400.00	\$ 159,600.00
MC02-ZA-A0003	With Trailer	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$ 187,000.00	\$ 171,105.00	\$ 168,300.00	\$ 163,625.00	\$ 149,600.00	\$ 130,900.00
MC02-ZA-A0004	With Trailer	Standard	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$ 247,000.00	\$ 226,005.00	\$ 222,300.00	\$ 216,125.00	\$ 197,600.00	\$ 172,900.00
MC02-ZA-A0005	With Trailer	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$ 284,000.00	\$ 259,860.00	\$ 255,600.00	\$ 248,500.00	\$ 227,200.00	\$ 198,800.00

MC02-ZA-A0006	With Trailer	High Power	6	630 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$ 284,000.00	\$ 259,860.00	\$ 255,600.00	\$ 248,500.00	\$ 227,200.00	\$ 198,800.00
MG01-ZA-A0001	With Trailer	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$ 235,000.00	\$ 215,025.00	\$ 211,500.00	\$ 205,625.00	\$ 188,000.00	\$ 164,500.00
N/A	N/A	Xosphere Offer for LOC	6	Xosphere telematics software - Included subscription for LOC participating entities	\$ 1,150.00	6 months Xosphere included (\$575 per Hub)	12 months Xosphere included (\$1,150 per Hub)	18 months Xosphere included (\$1,725 per Hub)	24 months Xosphere included (\$2,300 per Hub)	36 months Xosphere included (\$3,450 per Hub)

OPTIONAL ITEMS - NOT REQUIRED FOR STANDARD HUB FUNCTIONALITY

Model Number	Skid or Trailer	Type	Shipping Category	Description	List Price	LOC Discount				
						1-5 units	6-10 units	11-15 units	16-49 units	50+ units
N/A	N/A	Xosphere for Mobile Charging	0	12 month subscription, Xosphere telematics monitoring, reporting, and support software for Hub (prices are per Hub unit)	\$ 1,150.00	\$ 1,052.00	\$ 1,035.00	\$ 1,006.00	\$ 920.00	\$ 805.00
VN00-ZB-M0032	N/A	Input Cable	1	25 ft. AC cable with camlock connector kits crimped to Hub end	\$ 2,160.00	\$ 1,976.00	\$ 1,944.00	\$ 1,890.00	\$ 1,728.00	\$ 1,512.00
MC02-RA-A0001	N/A	Camlock connector kit	1	Spare kit (one kit included per Hub)	\$ 981.00	\$ 898.00	\$ 883.00	\$ 858.00	\$ 785.00	\$ 687.00
N/A	N/A	1-day training	0	In-person training and commissioning, per day, per site	\$ 5,100.00	\$ 4,667.00	\$ 4,590.00	\$ 4,463.00	\$ 4,080.00	\$ 3,570.00
N/A	N/A	12 months of PM	0	Preventive maintenance plan, per Hub, per 12 month period	\$ 5,750.00	\$ 5,261.00	\$ 5,175.00	\$ 5,031.00	\$ 4,600.00	\$ 4,025.00
N/A	N/A	Spare parts	1	Extra sets of most frequently replaced components to reduce downtime. Includes: - Long lead time parts - Single-point-of-failure parts - Parts that may be damaged by operator (example: charge cables)	\$ 20,304.00	\$ 18,578.00	\$ 18,274.00	\$ 17,766.00	\$ 16,243.00	\$ 14,213.00

N/A	N/A	Extended warranty	0	Optional 3-year extension to the standard 3-year warranty; price per Hub	\$ 20,000.00	\$ 18,300.00	\$ 18,000.00	\$ 17,500.00	\$ 16,000.00	\$ 14,000.00
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LEASE PRICING (Minimum 6-month term)					
Model Number	Skid or Trailer	Type	Shipping Category	Description	LOC Monthly Lease Fee
MC02-PA-A0001	Unit Only / Skid Mount	Standard	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$ 7,125.00
MC02-PA-A0003	Unit Only / Skid Mount	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$ 6,555.00
MC02-PA-A0004	Unit Only / Skid Mount	High Power	6	420 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$ 9,690.00
MC02-PA-A0005	Unit Only / Skid Mount	High Capacity	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$ 9,690.00
MC02-PA-A0006	Unit Only / Skid Mount	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$ 11,400.00
MG01-PA-A0001	Unit Only / Skid Mount	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$ 8,550.00
MC02-ZA-A0001	With Trailer	Standard	6	282 kWh, 4 DCFC max 150 kW each, 280 kW entire unit	\$ 7,125.00
MC02-ZA-A0003	With Trailer	Small	6	210 kWh, 2 DCFC max 150 kW each, 235 kW entire unit	\$ 6,555.00
MC02-ZA-A0004	With Trailer	High Power	6	420 kWh, 2 DCFC max 280 kW each, 400 kW entire unit	\$ 9,690.00
MC02-ZA-A0005	With Trailer	High Capacity	6	420 kWh, 4 DCFC max 150 kW each, 400 kW entire unit	\$ 9,690.00
MC02-ZA-A0006	With Trailer	Large Model	6	630 kWh, 4 DCFC max 150 kW each, 513 kW entire unit	\$ 11,400.00
MG01-ZA-A0001	With Trailer	AC Export / Gen Alt.	6	420 kWh, AC output 150 kW	\$ 8,550.00

BTC Power EV Chargers			
BTC L2, L3 Chargers and Support			
Type	Description	Shipping Category	Pricing
L2 Max	80A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 9,514.29
L2 Max	80A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 7,661.43
L2 Max	48A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 8,897.14
L2 Max	48A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 7,167.14
L2 Max	32A Dual Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 8,465.71
L2 Max	32A SINGLE Port AC Level 2 - NAYAX + RFID, NAYAX CSMS	1	\$ 6,795.71
AIO	60kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$ 55,357.14
AIO	120kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$ 60,000.00
AIO	150kW AIO, 500A-CCS1/500A-CCS1, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$ 62,642.86
AIO	180kW AIO, 500A-CCS1/500A-CCS1 or CCS1/NACS, Liquid-Cooled, RFID, NAYAX, NAYAX CSMS	2	\$ 64,500.00
Tower	Gen 4 Tower 180kW, 2-Channel	2	\$ 66,780.00

Tower	Gen 4 Tower 360kW, 2-Channel	2	\$ 82,600.00
Tower	Gen 4 Tower 360kW, 4-Channel	2	\$ 92,400.00
Public Dispenser	Gen 4 Public Dispenser 500A-CCS1/500A-CCS1 (450A Simultaneous) or CCS1/NACS, LiquidCooled, RFID, NAYAX, NAYAX CSMS	0	\$ 64,400.00
Fleet Dispenser	Gen 4 Fleet Dispenser 350A-CCS1/350A-CCS1, RFID	0	\$ 46,200.00
Accessory	L2 Retractors (Per port)	0	\$ 500.00
Warranty	Optional L2 Charger Extended Warranty to 3 Years (per port)	0	\$ 3,125.00
Warranty	Optional L2 Charger Extended Warranty to 5 Years (per port)	0	\$ 4,375.00
Warranty	Optional DC AiO (All-in-One) Product Extended Warranty to 3 Years (per charger)	0	\$ 17,500.00
Warranty	Optional DC AiO (All-in-One) Product Extended Warranty to 5 Years (per charger)	0	\$ 28,750.00
Warranty	Optional DC 360kW Split System Extended Warranty to 3 Years (per system)	0	\$ 39,783.75
Warranty	Optional DC 360kW Split System Extended Warranty to 5 Years (per system)	0	\$ 78,437.50
Fee	Initial Inspection and Turn On by BTCPower Technician - Price Per Tower	0	\$ 3,000.00
Fee	Initial Inspection and Turn On by BTCPower Technician - Price Per Unit	0	\$ 2,142.86
Fee	EV Pump - 3 Years (Fleet Software)	0	\$ 925.71
Fee	EV Pump - 5 Years (Fleet Software)	0	\$ 1,542.86
Fee	Data Plan & Sim Cards - 3 Years	0	\$ 1,028.57
Fee	Data Plan & Sim Cards - 5 Years	0	\$ 1,714.29
Fee	Technician Training - Price per Technician	0	\$ 3,214.29

ATOM EV Chargers													
Atom Power L2 Chargers with 25ft Cable Length - Includes 5 Year Warranty and 5 Year Atom Insight Software Subscription													
Amperage	Mount Type	Shipping Category	Port Type	# of Ports									
				3	4	5	6	7	8	9	10	11	12+
48	Pedestal	1	Single	\$ 7,302.86	\$ 6,630.00	\$ 6,220.00	\$ 5,947.14	\$ 5,751.43	\$ 5,604.29	\$ 5,494.29	\$ 5,407.14	\$ 5,331.43	\$ 5,267.14
48	Pedestal	1	Dual		\$ 6,090.00		\$ 5,407.14		\$ 5,065.71		\$ 4,867.14		\$ 4,728.57
48	Wallbox	1	Single	\$ 6,557.14	\$ 5,884.29	\$ 5,474.29	\$ 5,200.00	\$ 5,004.29	\$ 4,857.14	\$ 4,748.57	\$ 4,660.00	\$ 4,584.29	\$ 4,521.43
48	Wallbox	1	Dual		\$ 5,712.86		\$ 5,028.57		\$ 4,685.71		\$ 4,488.57		\$ 4,350.00
48	CM	1	Single	\$ 8,467.14	\$ 7,794.29	\$ 7,384.29	\$ 7,111.43	\$ 6,915.71	\$ 6,768.57	\$ 6,658.57	\$ 6,571.43	\$ 6,495.71	\$ 6,431.43
48	CM	1	Dual		\$ 7,262.86		\$ 6,578.57		\$ 6,235.71		\$ 6,040.00		\$ 5,900.00
80	Pedestal	1	Single	\$ 7,680.00	\$ 7,008.57	\$ 6,597.14	\$ 6,324.29						
80	Pedestal	1	Dual		\$ 6,551.43		\$ 5,868.57						
80	Wallbox	1	Single	\$ 6,888.57	\$ 6,217.14	\$ 5,805.71	\$ 5,532.86						
80	Wallbox	1	Dual		\$ 6,071.43		\$ 5,387.14						

80	CM	1	Single	\$ 8,685.71	\$ 8,014.29	\$ 7,602.86	\$ 7,330.00
80	CM	1	Dual		\$ 7,680.00		\$ 6,995.71

Atom Power Distribution Skids for L2 Charging Infrastructure				
Product Code	Shipping Category	System Input Voltage	Description	Price
AP-75-480-240-AP1-48/80-EMS	2	480V 3P	48A 75 kVA Atom Power Skid (480 - 240V)	\$ 26,672.86
AP-112-480-240-AP1-48/80-EMS	2	480V 3P	48A 112 kVA Atom Power Skid (480 - 240V)	\$ 31,331.43
AP-150-480-240-AP1-48/80-EMS	2	480V 3P	48A 150 kVA Atom Power Skid (480 - 240V)	\$ 36,227.14
AP-112-480-240-AP1-48/80-EMS-XL	2	480V 3P	48A 112 kVA XL Atom Power Skid (480 - 240V)	\$ 35,378.57
AP-150-480-240-AP1-48/80-EMS-XL	2	480V 3P	48A 150 kVA XL Atom Power Skid (480 - 240V)	\$ 38,497.14
AP-75-208-X-AP1-48/80-EMS	2	208 3P	48A 75 kVA Atom Power Skid (208V)	\$ 21,068.57
AP-112-208-X-AP1-48/80-EMS	2	208 3P	48A 112 kVA Atom Power Skid (208V)	\$ 22,261.43
AP-112-208-X-AP1-48/80-EMS-XL	2	208 3P	48A 112 kVA XL Atom Power Skid (208V)	\$ 29,881.43

Products are shipped Ex-works with purchaser arranged shipping. Vendor can provide logistics quotations through third-party providers as needed. Expedited shipping services can be quoted as well. Shipping charges vary; contact Vendor for a quote.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about September 24, 2024, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:  
Patricia M. Mulvihill Date November 18, 2025 | 3:00 PM PST  
0BD4F25C35F54D0...  
BY: Patricia M. Mulvihill  
ITS: Executive Director

CAPSTONE ENGINEERED SOLUTIONS

DocuSigned by:  
Jim Crouse Date November 18, 2025 | 5:01 AM PST  
A770F99E4A4A4DC...  
BY: Jim Crouse  
ITS: President

**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and Capstone Engineered (“Vendor”).

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Fleet Electrification Charging, Supplies & Services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Fleet Electrification Charging, Supplies & Services the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2435 for Fleet Electrification Charging, Supplies & Services; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 2435 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24160, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

**ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

## **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

## **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200

Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

Capstone Engineered  
23046 Avenida de la Carlota  
Suite 600  
Laguna Hills CA 92653  
ATTN: Marc Rouse  
Email: [mrouse@capstoneengineered.com](mailto:mrouse@capstoneengineered.com)  
And  
ATTN: Jim Crouse  
Email: [jcrouse@capstoneengineered.com](mailto:jcrouse@capstoneengineered.com)

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

#### **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: September 24, 2024 | 12:05 PM PDT

VENDOR:

DocuSigned by:  
Signature: Jim Crouse  
A770F99E4A4A4DC...

Printed Name: Jim Crouse

Title: President  
Capstone Engineered

Dated: September 24, 2024 | 9:16 AM PDT

**ATTACHMENT A**

to Master Price Agreement by and between VENDOR and PURCHASER.

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

**Trailer and Skid Mounted Solutions**

<b>C65 Microturbine Based</b>						
<b>Part Number</b>	<b>Trailer/Skid</b>	<b>Generator</b>	<b>Fuel Type</b>	<b>Level 2 or 3</b>	<b>Charger Configuration</b>	<b>Sell Price</b>
MT65-NG-6X48-T	Trailer	Microturbine	NG/CNG/RNG	2	E50 Series, 48 AMP 6 Single Ports	\$ 312,562.93
MT65-NG-6X48-S	Skid	Microturbine	NG/CNG/RNG	2	E50 Series, 48 AMP 6 Single Ports	\$ 307,534.36
MT65-NG-3X80-T	Trailer	Microturbine	NG/CNG/RNG	2	E50 Series, 80 AMP, 3 Single Ports	\$ 297,228.46
MT65-NG-3X80-S	Skid	Microturbine	NG/CNG/RNG	2	E50 Series, 80 AMP, 3 Single Ports	\$ 292,199.88
MT65-NG-1X60L3-T	Trailer	Microturbine	NG/CNG/RNG	3	TP5-60-480-2, 1 Dual Port TP5-	\$ 307,308.81
MT65-NG-1X60L3-S	Skid	Microturbine	NG/CNG/RNG	3	60-480-2, 1 Dual Port	\$ 302,280.24

<b>C200 Microturbine Based</b>						
<b>Part Number</b>	<b>Trailer/Skid</b>	<b>Generator</b>	<b>Fuel Type</b>	<b>Level 2 or 3</b>	<b>Charger Configuration</b>	<b>Sell Price</b>
MT200-NG-10X80-T	Trailer	Microturbine	NG/CNG/RNG	2	E100 Series, 80 AMP 10 Single Ports	\$ 676,282.71
MT200-NG-10X80-S	Skid	Microturbine	NG/CNG/RNG	2	E100 Series, 80 AMP 10 Single Ports	\$ 684,724.10
MT200-NG-3X60L3-T	Trailer	Microturbine	NG/CNG/RNG	3	(3) TP5-60-480-2, 3 Dual Ports	\$ 736,779.29
MT200-NG-3X60L3-S	Skid	Microturbine	NG/CNG/RNG	3	(3) TP5-60-480-2, 3 Dual Ports	\$ 734,750.71
MT200-NG-1X200L3-T	Trailer	Microturbine	NG/CNG/RNG	3	FC200K-B2-PS, 1 Dual Port	\$ 693,330.24
MT200-NG-1X200L3-S	Skid	Microturbine	NG/CNG/RNG	3	FC200K-B2-PS, 1 Dual Port	\$ 691,301.67

<b>Engine Based</b>						
<b>Part Number</b>	<b>Trailer/Skid</b>	<b>Generator</b>	<b>Fuel Type</b>	<b>Level 2 or 3</b>	<b>Charger Configuration</b>	<b>Sell Price</b>
GB60-DF-6X48-T	Trailer	ICE	NG/CNG/RNG/LPG/RLPG	2	E50 Series, 48 AMP 6 Single Ports	\$ 334,350.22
GB60-DF-6X48-S	Skid	ICE	NG/CNG/RNG/LPG/RLPG	2	E50 Series, 48 AMP 6 Single Ports	\$ 329,321.65
GB60-DF-3X80-T	Trailer	ICE	NG/CNG/RNG/LPG/RLPG	2	E50 Series, 80 AMP, 3 Single Ports	\$ 319,015.74
GB60-DF-3X80-S	Skid	ICE	NG/CNG/RNG/LPG/RLPG	2	E50 Series, 80 AMP, 3 Single Ports	\$ 313,987.17
GB60-DF-1X60L3-T	Trailer	ICE	NG/CNG/RNG/LPG/RLPG	3	TP5-60-480-2, 1 Dual Port TP5-	\$ 329,096.10
GB60-DF-1X60L3-S	Skid	ICE	NG/CNG/RNG/LPG/RLPG	3	60-480-2, 1 Dual Port	\$ 324,067.52

**2. Software & Commissioning**

Product		Product Code	Description	Commissioning
Atom Insight	L2 (E50)	AP-Atom_Insight_L2	Atom Insight Software Subscription includes - Provides remote visibility and control of Atom EV charging stations. 24/7/365 network monitoring, Atom Drive App, Remote troubleshooting, 1-hour issue notification, Local Access Control, Driver Access Groups, Multi-Site Management, Multi-User Account Management, Analytics & Reporting, Industry-leading Cybersecurity and Energy Management (Safety Critical & Dynamic)	Included
	HPDCFC	AP-Atom_Insight_L3_S	Atom Insight Software Subscription for L3 Product Provides remote visibility and control of Atom EV charging stations. 24/7/365 network monitoring, Atom Drive App, Remote troubleshooting, 1-hour issue notification, Local Access Control, Driver Access Groups, Multi-Site Management, Multi-User Account Management, Analytics & Reporting, & Industry-leading Cybersecurity	Included
	LPDCFC	AP-Atom_Insight_L3_C	Atom Insight Software Subscription for L3 Product Provides remote visibility and control of Atom EV charging stations. 24/7/365 network monitoring, Atom Drive App, Remote troubleshooting, 1-hour issue notification, Local Access Control, Driver Access Groups, Multi-Site Management, Multi-User Account Management, Analytics & Reporting, & Industry-leading Cybersecurity	Included
Atom Insight & Ampup Core	L2 (E50)	3P_Ampup_L2_Core	Atom Insight + Mobile Control Software Subscription for L2 Products Adds Driver App and Host management capabilities to manage access to charging stations and fee policies. Includes Atom Core ** Sold when charge for charging is required (ampup preferred partner) Standard Host Support, Analytics & Reporting, Driver Reservations, Driver RFID Card, Local Access Control, Driver Support, Remote Troubleshoot, Standard Host Support, Revenue Collection, Direct Deposit, Driver Access Groups, Multi- Site Management, Multi-User Account NOTE: Additional credit card transaction fees apply.	\$250.00
	LPDCFC HPDCFC	3P_Ampup_L3_Core	Atom Insight + Mobile Control Software Subscription for L3 Products Adds Driver App and Host management capabilities to manage access to charging stations and fee policies. Includes Atom Core ** Sold when charge for charging is required (ampup preferred partner) Standard Host Support, Analytics & Reporting, Driver Reservations, Driver RFID Card, Local Access Control, Driver Support, Remote Troubleshoot, Standard Host Support, Revenue Collection, Direct Deposit, Driver Access Groups, Multi- Site Management, Multi-User Account NOTE: Additional credit card transaction fees apply.	\$250.00

Atom Insight & Ampup Pro	L2 (E50)	3P-Ampup_L2_Pro	Atom Insight + Mobile Control Software Subscription for L2 Products Adds Driver App and Host management capabilities to manage access to charging stations and fee policies. Includes Atom Core ** Sold when charge for charging is required (ampup preferred partner) Premium Host Support, Analytics & Reporting, Driver Reservations, Driver RFID Card, Local Access Control, Driver Support, Remote Troubleshoot, Extended Host Support, Revenue Collection, Direct Deposit, Driver Access Groups, Multi-Site Management, Multi-User Account, Tiered Pricing, Time-of- Use Rates, Session limits & Idle Fees, Revenue collection NOTE: Additional credit card transaction fees apply.	\$328.57
	LPDCFC HPDCFC	3P-Ampup_L3_Pro	Atom Insight + Mobile Control Software Subscription for L3 Products Adds Driver App and Host management capabilities to manage access to charging stations and fee policies. Includes Atom Core ** Sold when charge for charging is required (ampup preferred partner) Premium Host Support, Analytics & Reporting, Driver Reservations, Driver RFID Card, Local Access Control, Driver Support, Remote Troubleshoot, Extended Host Support, Revenue Collection, Direct Deposit, Driver Access Groups, Multi-Site Management, Multi-User Account, Tiered Pricing, Time-of- Use Rates, Session limits & Idle Fees, Revenue collection NOTE: Additional credit card transaction fees apply.	\$328.57

Product		Product Code	Description	LOC Price
LPD C FC	30kW	TP5-30-480-1	30kW DCFC Wall Mount - 30A DC / 1000VDC with CCS1 (~16ft) 5 Year of Atom Insight Included	\$19,557.50
		TPG-30-PED1	2 Year Warranty Included Pedestal for the 30kW wallbox unit	\$4,013.21
	60kW	TP3-60-480-2	60kW DCFC - 120A DC / 500VDC with CCS1 (~16ft) 5 Year of Atom Insight Included 2 Year Warranty	\$37,107.50
		TP5-60-480-2	Included 60kW DCFC - 60A DC / 1000VDC with CCS1 (~16ft) 5 Year of Atom Insight Included 2 Year Warranty	\$38,904.29
	120kW	TP4-120-480-2	Included 120kW DCFC All In One Charger - 160A DC / 750VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included	\$69,003.93
		TP5-120-480-2	2 Year Warranty Included 120kW DCFC All In One Charger - 120A DC / 1000VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included	\$71,399.64

HPDCFC	150k W	FC200K-B2-PS-H6	200kW DCFC derated to 150kW All In One Charger - 150 Amps / 1000VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$88,794.29
		FC200K-B2-PS-H6 (US)	200kW DCFC derated to 150kW All In One Charger - 150 Amps / 1000VDC with CCS1 & CCS1(~16ft) (BAA compliant product) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$151,417.14
		FC200K-B2-PS	200kW DCFC All In One Charger - 200 Amps / 750VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$88,794.29
	200k W	FC200K-B2-PS (US)	200kW DCFC All In One Charger - 200 Amps / 750VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$151,417.14
		FC600K-B2-PS	200kW DCFC All In One Charger - 200 Amps / 750VDC with CCS1 & CCS1(~16ft) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$331,337.86
	600k W	FC600K-B2-PS-NEVI	600kW DCFC Split System with Power Cabinet & Dual 400kW Dispensers 500 Amps / 1000VDC each with CCS1 & CCS1 (~17ft) 5 Year of Atom Insight Included 5 Year Extended Warranty Included	\$494,833.57

E100 Series											
Amperage	Mount Type	Port Type	Cable Length	RFID	Atom Insight	Warranty	# of Ports, Price per Port				
							4	6	8	10	12+
48	Pedestal	Dual	25	No	5 Year	5 Year	\$5,542	\$4,920	\$4,610	\$4,429	\$4,303
48	Pedestal	Dual	25	Yes	5 Year	5 Year	\$5,688	\$5,066	\$4,755	\$4,575	\$4,449
48	Wallbox	Dual	25	No	5 Year	5 Year	\$5,198	\$4,576	\$4,264	\$4,085	\$3,958
48	Wallbox	Dual	25	Yes	5 Year	5 Year	\$5,344	\$4,722	\$4,410	\$4,231	\$4,104
48	CM	Dual	25	No	5 Year	5 Year	\$6,609	\$5,987	\$5,675	\$5,496	\$5,369
48	CM	Dual	25	Yes	5 Year	5 Year	\$6,755	\$6,133	\$5,821	\$4,717	\$5,515
80	Pedestal	Dual	25	No	5 Year	5 Year	\$5,962	\$5,340	\$4,919	\$4,863	--
80	Pedestal	Dual	25	Yes	5 Year	5 Year	\$6,108	\$5,486	\$5,064	\$4,360	--
80	Wallbox	Dual	25	No	5 Year	5 Year	\$5,525	\$4,903	\$4,595	\$4,506	--
80	Wallbox	Dual	25	Yes	5 Year	5 Year	\$5,671	\$5,048	\$4,741	\$5,542	--
80	CM	Dual	25	No	5 Year	5 Year	\$6,988	\$6,366	\$5,991	\$5,793	--
80	CM	Dual	25	Yes	5 Year	5 Year	\$7,134	\$6,512	\$6,137	\$5,939	--

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor’s authorized dealers and distributors may be updated from time to time. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

to Master Price Agreement by and between VENDOR and PURCHASER.

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**