



## RIDER A-2 - SOLAR AND BATTERY GENERATION SUMMARY AND KNOWN SITE RESTRICTIONS

| Item                              | Requirement                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PV System                         | 4.55 MWdc / 3.5 MWac ground-mounted solar PV system.                                                                                                                                                                                                                                                                                                                                                          |
| BESS                              | 2.93 MW / 11.75 MWh battery energy storage system using three Tesla Megapack 2 XL units.                                                                                                                                                                                                                                                                                                                      |
| Utility / Interconnection         | PG&E; 21.6 kV behind-the-meter non-export. PG&E interconnection approval has been received for the current Project configuration based on current utility documentation; remaining pre-parallel inspection (PPI), non-export verification, commissioning/testing, documentation, and PTO requirements remain.                                                                                                 |
| PPA Term                          | 20 years from Commercial Operation / PTO / Project Completion, subject to the SLPPA.                                                                                                                                                                                                                                                                                                                          |
| Required PTO / Project Completion | December 1, 2027.                                                                                                                                                                                                                                                                                                                                                                                             |
| Solar Production Guarantee        | Year 1 guaranteed production is 7,675,565 kWh, 90% of P50, inclusive of expected curtailment; 0.50% annual degradation thereafter, subject to Rider C measurement rules and exclusions for excused curtailment and other excluded events.                                                                                                                                                                     |
| Curtailment                       | PV curtailment may be up to approximately 25% initially and is expected to reduce over time as campus load, operations, and dispatch conditions evolve. PG&E curtailment and insufficient campus load under the non-export configuration are addressed as exclusions in Rider C and are not treated as SLPPA Provider-caused production shortfalls except to the extent Rider C expressly provides otherwise. |
| Microgrid / Controls              | SEL control devices and related controls architecture; Tesla/site controller, SCADA, metering, monitoring, non-export controls, and dispatch functionality; CSUB is responsible for campus-side load-shedding selection, campus-side SEL relay work, and related campus fiber or infrastructure items.                                                                                                        |

### Known Site Restrictions

- Work must account for existing campus utilities, irrigation, sewer, water/fire lines, hydrants, fire access, fencing, gates, access roads, and campus operating restrictions.
- Geotechnical recommendations from the Krazan February 12, 2026 geotechnical report apply, including surface-soil preparation, utility/trench risk, corrosivity considerations, and field verification.
- No construction may begin until Trustees issue Notice to Proceed and all required pre-NTP conditions are satisfied.
- SLPPA Provider must coordinate with Trustees, campus operations, PG&E, fire/life-safety authorities, inspectors, and other authorities having jurisdiction.

## **RIDER B-1 - SLPPA GENERAL CONDITIONS**

If required by Trustees or CSU, the applicable standard CSU Solar IV SLPPA General Conditions, as modified or supplemented for the combined solar PV + BESS Project, shall be incorporated as Rider B-1. Rider B-1 is preserved as a standard CSU form and is not intended to override project-specific commercial terms in the SLPPA, Rider B-2, Rider C, Rider E, Rider I, the RFP, or any addendum.

In the event of a conflict between Rider B-1 and the project-specific terms of the SLPPA, Rider B-2, Rider C, Rider E, Rider I, the RFP, or an addendum, the project-specific document shall control to the extent permitted by Trustees and applicable CSU requirements.

Any prior Solar IV or Energy Storage MEA template language inconsistent with the Project, including superseded document-sharing terminology, early design-phase assumptions, interim purchase-option pricing, peak-demand-reduction-only storage assumptions, storage-services-only assumptions, or solar-only assumptions, is superseded by the final SLPPA, this combined SLPPA rider package, the RFP, and project-specific addenda.

## **RIDER B-2 - UNIVERSITY SPECIFIC SUPPLEMENTAL CONDITIONS**

This Rider B-2 supplements and, where expressly inconsistent, supersedes generic Solar IV SLPPA and Energy Storage MEA form language for the combined CSUB Solar & Battery Project.

### **Project-Specific Conditions**

- The Project is an advanced shovel-ready integrated solar PV and BESS SLPPA project based on developed RFP Project Documents, not a generic early-stage Solar IV project or a stand-alone energy storage services project.
- Document-sharing terms are governed by the SLPPA. “Data Room,” “plan room,” “document room,” or similar file-location descriptions are not controlling legal terms. Non-confidential materials issued during procurement are RFP Project Documents, and vendor assignment, consent, procurement-transfer, NDA-restricted implementation materials provided only after award are Post-Award Assignment Materials. If Trustees make vendor-confidential or NDA-restricted materials available before proposals are due because they are necessary for pricing, those materials shall be provided through Trustees-approved procurement channels on equal terms to eligible proposers that satisfy applicable confidentiality and access requirements; the file location does not create a separate contractual category.
- The Successful Proposer shall include the Bundled Project Advancement and Procurement Cost of \$5,745,215.92 in its PPA pricing.
- The Pre-NTP Project Advancement Payment is \$1,996,087.70 and is due during the anticipated November 18-24, 2026 pre-NTP payment window before Trustees issue Notice to Proceed. It consists of \$1,791,062.70 in Bynum reimbursement amounts and \$205,025.00 in CSUB / Trustees project costs, including actual CEQA cost of \$177,525.00, plan check of \$20,000.00, and in-house work / additional services of \$7,500.00.
- Post-NTP / Vendor-Schedule Procurement Obligations are \$3,749,128.22 and are paid, assumed, or performed according to applicable GSR/Tesla/vendor procurement documents and assignment materials.
- The CSU Transaction Fee is separate from the bundled cost as a payment obligation and equals seven percent (7%) of the Construction-Cost Base, as defined in the RFP and SLPPA. The Construction-Cost Base includes BESS/battery equipment and installed physical Project costs counted once, but the Bundled Project Advancement and Procurement Cost shall not be added again as a duplicate separate line item.
- A fifteen percent (15%) Tesla battery deposit was paid on or about June 17, 2026 to secure the Tesla battery package and preserve the Project delivery schedule.
- The Tesla Megapack BESS package is mandatory unless Trustees approve otherwise by addendum or written amendment. Separately tabbed alternates may be submitted for consideration, but the base proposal must price the specified Project and may not be conditioned on acceptance of any alternate.
- The BESS is part of the integrated System for SLPPA purposes. Storage-template concepts based solely on shared savings, synthetic demand-reduction billing, or a stand-alone Energy Storage Site License and Services Agreement do not control unless expressly incorporated into the final executed SLPPA.
- Primary Contractor licensing and experience requirements are governed by the SLPPA, including Sections 1.69, 8.3.1, 8.3.2, and 8.3.3. The Primary Contractor must hold current and active CSLB Class A - General Engineering and C-10 - Electrical Contractor classifications as required by the SLPPA. A Class B - General Building license does not satisfy the Primary Contractor licensing requirement, and a C-46 Solar Contractor license is not an acceptable substitute for the required C-10 Electrical Contractor license. The SLPPA also governs DIR registration, workers' compensation coverage, good-standing requirements, medium-voltage experience, non-export/reverse-power controls, intentional-islanding experience, BESS controls integration, and committed-team protections.
- The selected SLPPA Provider shall reasonably accommodate CSUB academic and research activities as described in the RFP and SLPPA, subject to safety, operational, warranty, cybersecurity, vendor, maintenance, interconnection, insurance, and site-security requirements.

## RIDER C - PERFORMANCE GUARANTEE

### Solar Production Guarantee.

SLPPA Provider shall guarantee annual solar production according to the schedule below. Year 1 guaranteed production is 7,675,565 kWh, representing 90% of P50 and inclusive of expected curtailment. Annual degradation is 0.50%.

| Contract Year | Guaranteed Solar Production (kWh) |
|---------------|-----------------------------------|
| 1             | 7,675,565                         |
| 2             | 7,637,187                         |
| 3             | 7,599,001                         |
| 4             | 7,561,006                         |
| 5             | 7,523,201                         |
| 6             | 7,485,585                         |
| 7             | 7,448,157                         |
| 8             | 7,410,916                         |
| 9             | 7,373,861                         |
| 10            | 7,336,992                         |
| 11            | 7,300,307                         |
| 12            | 7,263,805                         |
| 13            | 7,227,486                         |
| 14            | 7,191,349                         |
| 15            | 7,155,392                         |
| 16            | 7,119,615                         |
| 17            | 7,084,017                         |
| 18            | 7,048,597                         |
| 19            | 7,013,354                         |
| 20            | 6,978,287                         |

### Solar Shortfall Remedy.

If actual annual solar production is less than the applicable Contract Year guarantee after applying Rider C measurement rules and exclusions, SLPPA Provider shall compensate Trustees for the shortfall using the formula: Shortfall kWh x (Average Campus Utility Rate - SLPPA Price). 'Average Campus Utility Rate' means, for the applicable Contract Year, the fully loaded avoided utility cost for University retail electric service, expressed in \$/kWh, calculated using the applicable Utility tariff(s), actual campus utility bills, billing determinants, interval meter data, and the account(s) the System serves or offsets. The rate shall include all retail utility charges that would reasonably have been avoided by the same quantity and timing of System production or shortfall kWh, including generation or commodity charges, energy procurement charges, transmission charges, distribution charges, public purpose program charges, nuclear decommissioning charges, competition transition charges, wildfire charges, DWR or bond charges,

non-bypassable charges, volumetric taxes, franchise fees, surcharges, and other kWh-based or usage-related retail utility charges, in each case to the extent applicable to University service and avoidable by System production. Fixed customer charges, minimum charges, deposits, interconnection charges, financing charges, late charges, penalties, one-time extraordinary charges or credits, and other charges not reduced by System production are excluded. Demand charges, standby charges, and other non-kWh charges are included only to the extent Trustees reasonably determine, using applicable billing determinants, interval data, and the applicable tariff, that the specific charge was actually and quantifiably avoided by System production or increased by the shortfall kWh during the applicable billing interval. If multiple accounts or rate schedules apply, Trustees shall calculate a reasonable weighted average based on the affected accounts, rate schedules, time periods, and kWh usage. Trustees shall provide reasonable supporting documentation from applicable campus utility bills, tariffs, billing determinants, and interval data with any annual shortfall calculation. For this formula, 'SLPPA Price' means the applicable Contract Year Price under the SLPPA. No payment is due if the Average Campus Utility Rate is equal to or lower than the SLPPA Price.

**BESS Availability.**

SLPPA Provider shall maintain annual BESS availability of at least 98%. Battery availability means the percentage of time during which the BESS is operational, communicating, not in fault condition, and capable of charging or discharging in accordance with approved EMS dispatch instructions, subject to Tesla warranty and preventive maintenance requirements. Battery capacity degradation, usable energy capacity, and warranty-backed performance are governed by the Tesla warranty and preventive maintenance requirements. Ordinary battery degradation within Tesla warranty requirements is not an availability failure.

**Exclusions.**

Excused events include utility outage, PG&E curtailment, PTO/interconnection restriction, Trustees-directed shutdown or curtailment, insufficient campus load under non-export configuration, campus electrical outage, Force Majeure, emergency shutdown, safety-related shutdown, manufacturer-required BESS maintenance, warranty-required derate, BESS HVAC or thermal-protection event not caused by SLPPA Provider breach, approved maintenance, Trustees breach, or other exclusions stated in Rider C. Energy excluded under this paragraph is not counted in Shortfall kWh and does not create a Solar Shortfall Payment, except to the extent Rider C expressly provides otherwise.

## **RIDER D - OPERATIONAL ACCESS PROCEDURES**

- Construction access is subject to Trustees-approved site, safety, security, parking, staging, utility, and campus-operating procedures.
- Normal non-emergency access requires reasonable advance notice to Trustees. Emergency access is permitted 24/7, with immediate notice to Trustees and written follow-up within 24 hours.
- SLPPA Provider shall coordinate gate, key, card, Knox box, emergency responder, and site-security procedures with Trustees.
- SLPPA Provider shall maintain fire access, hydrant access, vegetation clearance, gates, fencing, access roads, and emergency response features in accordance with approved plans and applicable requirements.
- Electrical shutdowns, switching, relay/control work, POI work, substation work, or work affecting campus distribution requires advance Trustees coordination and approval.
- Academic and research access is supervised and subject to safety, operational, warranty, cybersecurity, vendor, maintenance, insurance, interconnection, and site-security requirements.

## RIDER E - PROJECT SCHEDULE

| Milestone                                  | Date / Window                                                                                                                   |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Issue / Advertise RFP                      | Issue July 15, 2026; public advertising/posting July 15-August 4, 2026; proposal period remains open through September 16, 2026 |
| Mandatory Job Walk                         | August 5, 2026 at 9:00 a.m. (RFP procurement milestone)                                                                         |
| RFI Deadline                               | August 12, 2026 by 5:00pm                                                                                                       |
| RFI Responses / Addenda                    | August 19, 2026                                                                                                                 |
| Proposals Due                              | September 16, 2026 before 3:00pm                                                                                                |
| Bid Opening                                | September 17, 2026                                                                                                              |
| Review & Score Bidders                     | September 18-22, 2026                                                                                                           |
| Intent to Award                            | September 23-October 6, 2026                                                                                                    |
| Vendor Signs SLPPA / Provides COIs         | October 7-27, 2026                                                                                                              |
| Campus Signatures                          | October 28-November 3, 2026                                                                                                     |
| OGC Review / Approval / Execution          | November 4-17, 2026                                                                                                             |
| Pre-NTP Project Advancement Payment Window | November 18-24, 2026                                                                                                            |
| Notice to Proceed                          | November 25-26, 2026                                                                                                            |
| Required PTO / Project Completion          | December 1, 2027                                                                                                                |

Liquidated damages of \$3,500 per calendar day apply for failure to achieve PTO / Project Completion by December 1, 2027, subject to the schedule-relief events stated in the SLPPA, including Section 8.8.

## **RIDER F - BOND FORMS**

Trustees require both a payment bond and a performance bond for the initial physical construction/installation work. Delivery of the required bonds is a condition to Notice to Proceed. Each bond shall be in an amount equal to one hundred percent (100%) of the Trustees-approved bondable physical installation/construction work cost, excluding the full 20-year PPA value, major equipment procurement, Tesla/GSR/BESS procurement, financing, tax-equity costs, developer return, and long-term O&M unless Trustees expressly require otherwise in writing.

### **PAYMENT BOND**

Contract No. RFP11108

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to Contractor

Address

City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: PR1467

Project Name: CSUB Solar & Battery Project

University: California State University, Bakersfield

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of: [100% of the Trustees-approved bondable physical installation/construction work cost], for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR AS PRINCIPAL

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

SURETY

Surety Name: \_\_\_\_\_

Surety Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signatures executed on behalf of the Surety must be properly acknowledged.

**PERFORMANCE BOND**

Contract No. RFP11108

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to Contractor

Address

City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: PR1467

Project Name: CSUB Solar & Battery Project

University: California State University, Bakersfield

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of: [100% of the Trustees-approved bondable physical installation/construction work cost], to be paid to the said Trustees, State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR AS PRINCIPAL

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

SURETY

Surety Name: \_\_\_\_\_

Surety Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signatures executed on behalf of the Surety must be properly acknowledged.

**CERTIFICATION**

Contract No. RFP11108

Project No. PR1467

This is to certify that I am the \_\_\_\_\_ of \_\_\_\_\_.

Company Type/Certification Statement (check one):

☐ Corporation: The attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on \_\_\_\_\_.

☐ Limited Liability Company (LLC): The attached Articles of Organization is a true and accurate copy, as filed with the Secretary of State on \_\_\_\_\_.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Title of person making certification: \_\_\_\_\_

IMPORTANT NOTE: Be sure to attach to this certification a copy of the resolution authorizing a person to execute Contract Documents or to execute a bid submittal. If attaching more than one resolution, modify the form to reflect that fact.

End of Rider F

**RIDER G - TRUSTEES CONSENT AND ESTOPPEL CERTIFICATE TEMPLATE**  
(THE "CERTIFICATE")

EXAMPLE: SUBJECT TO NEGOTIATION PURSUANT TO SECTIONS 12.3 AND 12.4 OF THE SLPPA.

Definitions: Except as specifically provided to the contrary in this Certificate, all defined terms in this Certificate shall have the same definition as set forth in Article 1 of the Agreement as defined below.

Premises: The Licensed Area, as defined in the Agreement, located on the premises of California State University, Bakersfield.

License. The Solar and Battery Site License Power Purchase Agreement, as further amended from time to time, dated \_\_\_\_\_, 20\_\_, by and between the Trustees of the California State University on behalf of California State University, Bakersfield ("Trustees"), on the one hand, and \_\_\_\_\_ [insert Licensee name] (together with its permitted successors and assigns, "Licensee"), on the other hand.

1. Acknowledgment and Consent. Trustees hereby acknowledge and consent to the following, subject in all respects to the Agreement and final Trustees, CSU, and OGC review and approval:

1.1 Sale-Leaseback Transaction. Trustees acknowledge that they have been advised that \_\_\_\_\_ ("System Lessor") is providing financial accommodations to Licensee to finance the System installed at the Premises. Trustees have been advised that Licensee and System Lessor intend to enter into a lease financing transaction pursuant to which System Lessor will purchase the System from Licensee and Licensee will lease the System from System Lessor.

1.2 Personal Property. Trustees acknowledge that the System constitutes personal property, and not a fixture.

1.3 Further Assurances. Trustees will at any time and from time to time, upon the reasonable written request of System Lessor, work in good faith with System Lessor in order to effectuate more fully the purposes of this Certificate.

1.4 Limitation on System Lessor Obligations under the Agreement. Except as provided otherwise in this Certificate, Trustees agree that Licensee is solely responsible for Licensee's performance under the Agreement and that System Lessor shall not be responsible for Licensee's obligations thereunder.

1.5 Default under Agreement. If an event of default by Licensee has occurred and is continuing, and provided that Licensee has provided Trustees written notice regarding the existence and contact information for the System Lessor, Trustees shall, before terminating the Agreement or exercising any other remedy, notify Licensee and System Lessor simultaneously of such default, and System Lessor shall be afforded the same period of time in which to cure, or cause to be cured, such event of default as Licensee is afforded under such Agreement. If System Lessor prosecutes such cure with all due diligence and despite such efforts cannot cure such default in the same time period, Trustees shall, upon timely written notice from System Lessor, grant System Lessor an additional time not to exceed thirty (30) days to cure all of Licensee's defaults under the Agreement.

1.6 Step In Rights. If System Lessor desires to step in as the Substitute Licensee and System Lessor notifies Trustees in accordance with Section 19.9 of the Agreement that it has elected to be so recognized, then System Lessor shall be recognized as a Substitute Licensee if it complies with Section 12.5 of the Agreement.

1.7 Bankruptcy. If any of the bankruptcy-related events described in the Agreement has occurred, and the Agreement is terminated by rejection, or otherwise, during a case in which Licensee is the debtor under Title 11, United States Code, or other similar federal or state statute, System Lessor shall have the rights set forth in the Agreement.

1.8 System Lessor Reliance. Trustees acknowledge that System Lessor will be deemed to be the Lender or System Lessor as such terms are defined in the Agreement, only to the extent approved in the final executed financing documents and permitted by the Agreement.

1.9 Conflicts. In the event of a conflict between any provision of this Certificate and the provisions of the Agreement, the provisions of the Agreement shall prevail.

2. Certifications. The undersigned duly authorized representative of Trustees hereby certifies to System Lessor, holder of a first priority security interest in the Agreement, and collateral assignee of the Agreement, that:

2.1 The Agreement is presently in full force and effect and unmodified except as indicated at the end of this Certificate.

2.2 The Agreement became effective on \_\_\_\_\_, 20\_\_ and the Term will expire twenty (20) years after the Commercial Operation Date, unless earlier terminated or extended as provided in the Agreement.

2.3 The address for notices to be sent to Trustees and Licensee is as set forth in Section 19.9 of the Agreement, and the address for notices to System Lessor is as set forth in Attachment 1 hereto.

2.4 Trustees and, to the best of Trustees knowledge, the Licensee, are not in default under the Agreement, nor do any conditions exist nor has any event occurred that, with the giving of notice or the passage of time, would ripen into a default under the Agreement.

2.5 Trustees have the full right and authority to enter into, execute, deliver, and perform their obligations under the Agreement.

2.6 Trustees have taken all requisite action to approve the execution, delivery, and performance of the Agreement.

2.7 Each Trustees signatory to the Agreement was duly authorized to enter into, execute, and deliver the Agreement on behalf of Trustees.

2.8 The Agreement constitutes the legal, valid, and binding obligation of Trustees, enforceable against Trustees in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors rights generally.

2.9 To the best of Trustees knowledge, the consummation and execution of the Agreement, including installation of the System, will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

2.10 Trustees are aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to System Lessor ownership interest therein.

2.11 The undersigned has full right and authority to execute and deliver this Certificate on behalf of Trustees.

2.12 This Certificate has been duly authorized, executed, and delivered by Trustees.

2.13 This Certificate constitutes the legal, valid, and binding obligation of Trustees.

Dated: \_\_\_\_\_, 20\_\_ The Trustees of the California State University, Office of the Chancellor

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Consented to by California State University, Bakersfield

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Full Legal Name of Contractor]

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

End of Rider G

No financing consent or estoppel may modify the SLPPA, expand Trustees obligations, impair campus rights, or create lender rights beyond those expressly approved in the final executed documents.

## **RIDER H - SAMPLE ELECTRICITY INVOICE**

Monthly invoices shall include sufficient backup to verify PPA billing, production, and BESS reporting obligations. Invoices shall not include separate charges outside the PPA price unless expressly allowed by the SLPPA or approved by written amendment.

| <b>Invoice / Report Item</b>                                                | <b>Required</b> |
|-----------------------------------------------------------------------------|-----------------|
| Billing period, meter identifier, and data source                           | Yes             |
| Solar kWh delivered and applicable PPA rate                                 | Yes             |
| Total PPA energy charge                                                     | Yes             |
| REC / Environmental Attribute treatment statement                           | Yes             |
| Expected and actual monthly/YTD production                                  | Yes             |
| Rider C guaranteed production comparison                                    | Yes             |
| Outage, curtailment, non-export curtailment, and approved maintenance notes | Yes             |
| BESS availability, charge/discharge summary, and dispatch / controls status | Yes             |
| Supporting monitoring portal or data export reference                       | Yes             |

## RIDER I - SCOPE OF WORK / FINAL SLPPA RATE / ARRAY LAYOUT

This Rider I shall be finalized after award using the accepted proposal and final SLPPA terms. It shall not modify the RFP, SLPPA, or core commercial requirements unless approved by Trustees in writing.

| Section                                          | Content                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Premises / Licensed Area                         | CSUB, 9001 Stockdale Highway, Bakersfield, California; approximately 14.47-acre fenced project area shown in Rider A-1 and the RFP Project Documents.                                                                                                                                                                                                                                                                                                                                                                                                  |
| System Description                               | 4.55 MWdc / 3.5 MWac solar PV plus 2.93 MW / 11.75 MWh Tesla Megapack 2 XL BESS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Interconnection                                  | 21.6 kV behind-the-meter non-export PG&E interconnection. PG&E interconnection approval has been received for the current Project configuration based on current utility documentation; remaining PPI, non-export verification, commissioning/testing, documentation, and PTO requirements remain.                                                                                                                                                                                                                                                     |
| Controls                                         | SEL control devices, Tesla/site controller, SCADA, metering, monitoring, non-export controls, and dispatch functionality consistent with the RFP Project Documents.                                                                                                                                                                                                                                                                                                                                                                                    |
| Final PPA Rate                                   | To be inserted from accepted proposal at SLPPA execution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Accepted Proposal Commitments                    | Only accepted and non-conflicting commitments become part of this rider. Solar-only or storage-only template commitments do not apply unless expressly incorporated.                                                                                                                                                                                                                                                                                                                                                                                   |
| Bundled Project Advancement and Procurement Cost | \$5,745,215.92, consisting of the \$1,996,087.70 Pre-NTP Project Advancement Payment and \$3,749,128.22 in Post-NTP / Vendor-Schedule Procurement Obligations. The Pre-NTP Project Advancement Payment includes \$1,791,062.70 in Bynum reimbursement amounts and \$205,025.00 in CSUB / Trustees project costs, including actual CEQA cost of \$177,525.00, plan check of \$20,000.00, and in-house work / additional services of \$7,500.00. The Transaction Fee is separate and excluded from the Bundled Project Advancement and Procurement Cost. |
| Primary Contractor                               | To be inserted from accepted proposal at SLPPA execution. The Primary Contractor must satisfy the SLPPA licensing and experience requirements, including Sections 1.69, 8.3.1, 8.3.2, and 8.3.3, and the accepted proposal commitments incorporated into this Rider I.                                                                                                                                                                                                                                                                                 |

## **RIDER J - GEOTECHNICAL REPORTS**

The Krazan & Associates February 12, 2026 Geotechnical Engineering Investigation for the CSUB Solar & Battery Project is incorporated as the Project geotechnical report. The report is provided for bidder and SLPPA Provider use and does not relieve SLPPA Provider from final engineering, field verification, construction means and methods, code compliance, safety, utility verification, or compliance with approved construction documents.

- SLPPA Provider shall comply with geotechnical recommendations applicable to foundations, earthwork, recompaction, trenching, corrosion protection, concrete, utility risks, and construction observation.
- SLPPA Provider shall verify field conditions and promptly notify Trustees of material differing conditions.

**Rider J does not shift SLPPA Provider's design, construction, safety, or means-and-methods responsibility to Trustees.**

**RIDER K - EXCLUDED / RESERVED**

**Rider K, including any old Solar 4 RFP template or storage template material, is excluded from the operative SLPPA package unless Trustees expressly issue a replacement Rider K by addendum or written amendment. Prior template language shall not modify the RFP, SLPPA, or project-specific riders.**

## **SLPPA ATTACHMENT 1 - NOTICE OF INTENT TO AWARD**

Project: CSUB Solar & Battery Advanced Shovel-Ready SLPPA

Notice Date: September 23-October 6, 2026 window, or such other date issued by Trustees.

Trustees hereby provide notice of intent to award the SLPPA to the apparent Successful Proposer, subject to applicable protest procedures, final approvals, successful contract negotiations, execution of the SLPPA, satisfaction of post-award requirements, and all other conditions stated in the SLPPA, RFP, and addenda.

This notice is not a Notice to Proceed, does not authorize construction, does not authorize procurement outside the Successful Proposer's own risk except as expressly approved, and does not waive any requirement of the RFP or SLPPA.

Post-Award Assignment Materials will be provided only as required after selection and subject to applicable confidentiality, vendor, and assignment requirements.

Authorized Trustees Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **SLPPA ATTACHMENT 2 - LIMITED AUTHORIZATION FOR DESIGN FINALIZATION / PRECONSTRUCTION ACTIVITIES**

This attachment is reserved unless Trustees elect to issue a limited written authorization for post-award design finalization or preconstruction activities. The Project is being procured as an advanced shovel-ready solar and battery project, and a separate Notice to Proceed to Design is not required unless expressly issued by Trustees.

Any limited authorization issued under this attachment shall not authorize construction, installation, excavation, energization, field work, or procurement commitments beyond those expressly approved in writing by Trustees, and shall not authorize any activity requiring Notice to Proceed unless expressly stated by Trustees in writing.

### **SLPPA ATTACHMENT 3 - NOTICE TO PROCEED TO CONSTRUCTION**

Project: CSUB Solar & Battery Advanced Shovel-Ready SLPPA

Anticipated Notice to Proceed Window: November 25-26, 2026

Trustees hereby authorize the SLPPA Provider to proceed with construction and installation activities for the Project, provided all pre-NTP conditions in the RFP and SLPPA have been satisfied or waived by Trustees in writing.

- The Pre-NTP Project Advancement Payment of \$1,996,087.70 has been paid in accordance with Trustees' instructions.
- Required insurance, bonds, licenses, DIR/public works registrations, safety plans, and preconstruction submittals have been provided as required.
- Required approvals, permits, CEQA, fire/life-safety, interconnection, and campus conditions necessary for NTP have been satisfied or addressed to Trustees' satisfaction.
- The required PTO / Project Completion deadline remains December 1, 2027, subject to the schedule-relief events stated in the SLPPA, including Section 8.8.

Liquidated damages of \$3,500 per calendar day apply for failure to achieve PTO / Project Completion by December 1, 2027, subject to the schedule-relief events stated in the SLPPA, including Section 8.8.

Authorized Trustees Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**SLPPA ATTACHMENT 4 - NOTICE OF COMMERCIAL OPERATION / PTO / PROJECT  
COMPLETION**

This notice confirms that the System has achieved COD / PTO / Project Completion for purposes of the SLPPA and RFP, subject only to minor punch-list items that do not impair safe, legal, metered, non-export compliant operation.

- PG&E permission to operate or equivalent authorization has been received or documented as applicable.
- Commissioning and acceptance testing have been completed.
- Warranties, O&M obligations, reporting, and performance tracking commence as provided in the SLPPA.
- Any punch-list items are listed and do not impair safe operation, metering, performance, or campus use.

Commercial Operation / PTO / Project Completion Date: \_\_\_\_\_

Authorized Trustees Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **SLPPA ATTACHMENT 5 - NOTICE OF COMPLETION / FINAL CLOSEOUT**

This attachment is used for final closeout after COD / PTO / Project Completion. It does not replace the COD / PTO / Project Completion notice unless the SLPPA expressly provides otherwise.

- Final as-built drawings and record documents have been delivered.
- Punch-list items have been completed or otherwise resolved to Trustees satisfaction.
- Lien releases, certified payroll closeout, DIR/public works closeout, and required closeout documents have been delivered as applicable.
- This notice does not waive latent defects, warranty obligations, indemnities, performance guarantees, O&M obligations, or other continuing obligations under the SLPPA.

Authorized Trustees Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **FORMS 1-2-3-4 - SBE / DVBE FORMS AND INSTRUCTIONS**

Proposers shall complete and submit the current CSU-required Small Business Enterprise, Disabled Veteran Business Enterprise, certification, preference, incentive, waiver, and participation forms issued by Trustees with the RFP, if applicable. These forms are included with the SLPPA attachment package for administrative convenience and do not modify the SLPPA commercial terms.

Official CSU forms may be issued by Trustees with the RFP or by addendum and shall control over this summary.

In the event of conflict between official CSU forms and the RFP, Trustees shall determine the controlling requirement by written addendum or procurement instruction.

Bynum conflict / prohibited participation certification is separate from the SBE/DVBE form package and shall be submitted as required by the RFP.