

RIDER G
TRUSTEES CONSENT AND ESTOPPEL CERTIFICATE TEMPLATE
(THE “CERTIFICATE”)

EXAMPLE: SUBJECT TO NEGOTIATION PURSUANT TO SECTION 12.3 AND 12.4

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

Premises: The Licensed Area, as defined in Exhibit A of the Agreement, located on the California State Polytechnic University, Humboldt, (the “Premises”).

License. The Energy Storage System License and Service Agreement (as further amended from time to time, the “Agreement”) dated: _____, 20___, by and between the Trustees of the California State University on behalf of the California State Polytechnic University, Humboldt (“Trustees”), on the one hand, and _____ **[insert Licensee’s 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:

- 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 which has been installed at the Premises. Trustees have been advised that Licensee and System Lessor intend to enter into a lease financing transaction (the “Transaction”), pursuant to which System Lessor will purchase the System from Licensee pursuant to a Master Purchase and Sale Agreement, dated as of _____, 20__ (the “Master Purchase and Sale Agreement”), and Licensee will lease the System from System Lessor pursuant to a Master Lease Agreement, dated as of _____, 20__ (the “Master Lease Agreement”), with _____ **[name of System Lessor]** acting as “System Lessor”, as such term is defined in the Agreement.
- 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 the Trustees Consent and Estoppel Certificate (the “Certificate”).
- 1.4. **Limitation on System Lessor’s 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 (as defined in Section 15.1, of the Agreement) 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 events described in Subsection 15.1.4 of 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 Subsection 15.4.5 of 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.
- 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__ (Effective Date) and the Term will expire [insert original term of the agreement] after the Commercial Operation Date.
 - 2.3. The address for notices to be sent to (a) Trustees and Licensee, is as set forth in Section 19.9 of the Agreement, or (b) 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 the 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's 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 the California State Polytechnic
University, Humboldt

By: _____

Name: _____

Title: _____

Date: _____

[Full Legal Name of Contractor]

By: _____ (Contractor's Authorized Signature)

Name: _____ (Printed Name)

Title: (Title of Person Signing for Contractor)

Date: _____

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