

EXHIBIT B-1 PAYMENT PROVISIONS

Invoicing

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

The invoices shall include the Agreement number and be submitted to:

Governor's Office of Business & Economic Development (GO-Biz)

ATTN: David Creech

1325 J Street, Suite 1800

Sacramento, CA 95814

Or by email at: GO-Biz.BSU@gobiz.ca.gov

Payment Provisions

Total amount of this Agreement shall not exceed Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00). This will be a One Time Payment within forty-five (45) Days of the date the Agreement is signed by both parties.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5 commencing with Section 927.