

1 and an up to 137-megawatt hour (“MWh”) energy storage facility (collectively, the
2 “Project”). The Project does not include the 20 MW solar photovoltaic generation facility,
3 which is the use described in CUP No. 3263.

4 F. The Project will be situated on and within the boundaries of that real property commonly
5 described as seven contiguous parcels, totaling approximately 1,280 acres in the
6 unincorporated area of Fresno County, on the west side of State Route 269 (Lassen Avenue),
7 between Gale Avenue and Jayne Avenue, approximately one and a half-miles south of the City
8 of Huron and approximately two miles east of Interstate 5 (collectively, the “Property”), as
9 more particularly described on Exhibit B, attached hereto and incorporated herein by
10 reference.

11 G. Generally, the Reclamation Plan states that, at the end of its expected 35-year useful life, the
12 Project would be decommissioned and dismantled and the Property restored to an agricultural
13 use-ready condition by APPLICANT in accordance with all applicable codes and regulations.
14 To secure APPLICANT’s faithful performance of its obligations under the Reclamation Plan
15 with respect to CUP Nos. 3562 and 3564, APPLICANT has elected, among the types of
16 financial assurance options in the Reclamation Plan, to establish and maintain an irrevocable
17 standby letter of credit (“Letter of Credit”), issued by a financial institution to COUNTY,
18 which Letter of Credit shall be (i) in the initial minimum available amount equal to the
19 registered engineer’s written cost estimate thereof provided by APPLICANT to COUNTY, (ii)
20 automatically increased, as required herein, which automatic increases are required under
21 condition no. 5 of COUNTY’s Planning Commission’s conditions of approval for CUP Nos.
22 3562 and 3564, (iii) in a form and substance, and issued by a such a financial institution having
23 minimum requirements satisfactory to COUNTY as provided in this Agreement; and any
24 replacement Letter of Credit, any succeeding financial institution by way of merger or
25 consolidation of the financial institution or its successors or assigns under subsection 2(i)(8)
26 hereof, and any new financial institution shall satisfy such requirements, and (iv) issued and
27 delivered to COUNTY prior to COUNTY’s issuance of any construction permit relating to
28 CUP Nos. 3562 and 3564 or any portion thereof.

1 H. The Parties understand and agree that the initial minimum available amount of the Letter of
2 Credit, as provided herein, equals the registered engineer's written cost estimate thereof
3 provided by APPLICANT to COUNTY.

4 I. COUNTY and APPLICANT enter into this Agreement to enable APPLICANT to comply with
5 the requirements of the Reclamation Plan with respect to CUP Nos. 3562 and 3564, and to
6 memorialize the responsibilities of APPLICANT, and the rights and remedies of COUNTY,
7 with respect to the Reclamation Plan with respect to CUP Nos. 3562 and 3564, as well as the
8 Letter of Credit and the Financial Institution.

9 In consideration of the foregoing facts and circumstances, and for good and valuable
10 consideration, the sufficiency of which is acknowledged and as having been received, the Parties
11 hereby agree as follows:

12 1. **APPLICANT'S OBLIGATIONS.**

13 (a) **APPLICANT's Compliance with Reclamation Plan.**

14 APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation Plan with
15 respect to CUP Nos. 3562 and 3564 shall be deemed as requirements of APPLICANT under this
16 Agreement and are enforceable by COUNTY under the terms and conditions of this Agreement.
17 APPLICANT represents to COUNTY that (i) APPLICANT is not, as of the Effective Date of this
18 Agreement, pursuing any development under CUP No. 3263, and (ii) APPLICANT understands that
19 this Agreement does not and will not satisfy the COUNTY's Planning Commission's conditions of
20 approval for CUP No. 3263 unless and until APPLICANT shall first enter into an amendment to this
21 Agreement, with COUNTY, on the terms and conditions of this Agreement that would satisfy the
22 COUNTY's Planning Commission's conditions of approval for CUP No. 3263 as well as COUNTY,
23 and then, and not later than five (5) business days subsequent to the execution of such amendment by
24 the Parties, cause the Financial Institution to issue to COUNTY an amendment to the Letter of Credit
25 to increase the then-current minimum available amount of the Letter of Credit (which then-current
26 minimum available amount shall be automatically increased as required herein), so that such then-
27 current minimum available amount is increased by the initial minimum amount of the increase for
28 CUP No. 3263, which initial minimum amount of such increase shall be equal to a registered

1 engineer's written cost estimate thereof provided by APPLICANT to COUNTY (which initial
2 minimum amount of such increase shall be automatically increased in the same manner as required
3 herein for the then-current minimum available amount of the Letter of Credit), so that the Letter of
4 Credit, as so increased, shall secure APPLICANT's faithful performance of its obligations under this
5 Agreement, as so amended. APPLICANT shall, at its own cost, fully perform and comply with all
6 provisions of the Reclamation Plan, including without limitation Sections 5 (Reclamation Activities),
7 6 (Site Plan), 7 (Decommissioning Cost Estimate) and 8 (Financial Assurances) thereof, with respect
8 to CUP Nos. 3562 and 3564. APPLICANT shall decommission, dismantle, and remove the Project,
9 and reclaim the Property to its pre-Project condition pursuant to the Reclamation Plan with respect to
10 CUP Nos. 3562 and 3564 within twelve (12) months after the earliest to occur of any of the following,
11 as reasonably determined by COUNTY: (i) there has not been substantial development of the Project
12 by October 22, 2022; (ii) the Project, or a substantial portion thereof, has not produced electricity for
13 at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five
14 (365) non-consecutive days within any twenty four (24) month period, during the term of this
15 Agreement; (iv) the expiration or early termination of either or both of the CUP Nos. 3562 or 3564; or
16 (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety (each, an
17 "Event of Project Cessation"). If there are any inconsistencies between the terms and conditions of
18 this Agreement and the provisions of the Reclamation Plan with respect to CUP Nos. 3562 and 3564,
19 such inconsistencies shall be resolved by giving precedence to the terms and conditions this
20 Agreement over the provisions of the Reclamation Plan with respect to CUP Nos. 3562 and 3564.

21 (b) **Event of Project Cessation; Notice to COUNTY and COUNTY's Request.**

22 APPLICANT shall provide written notice to COUNTY pursuant to Section 5 hereof within ten
23 (10) calendar days after the occurrence of any Event of Project Cessation, provided however, the
24 failure of APPLICANT to provide or delay in providing such notice shall not prohibit COUNTY from
25 exercising its rights and remedies under this Agreement.

26 In addition to the foregoing paragraph, upon COUNTY's written request to APPLICANT,
27 which shall be made in the same manner for providing notice pursuant to Section 5 hereof, concerning
28 whether there is any Event of Project Cessation, APPLICANT shall, not later than ten (10) calendars

1 days after receipt of such request, provide written responsive notice to COUNTY pursuant to Section
2 5 hereof, which notice shall be accompanied by copies of, or electronic links to, the records, so
3 requested by COUNTY, concerning the status of the Project's development, and of the Project's
4 operation and electricity production. APPLICANT shall retain and maintain such records for a
5 minimum of five (5) years from their creation.

6 (c) **Time is of the Essence.**

7 It is understood that time is of the essence in the performance of all obligations under this
8 Agreement and the Reclamation Plan with respect to CUP Nos. 3562 and 3564. Any reference in this
9 Agreement to "business days" shall mean the business days of the Party required to perform an
10 obligation herein, any reference in this Agreement to a major requirement of the Financial Institution
11 under the Letter of Credit shall mean the business days of the Financial Institution to perform a major
12 requirement thereunder, and any reference in this Agreement to a Rating Agency (as hereinafter
13 defined) within respect to a Financial Institution Requirement (as hereinafter defined) shall mean the
14 business days of the Rating Agency.

15 2. **SECURITY FOR APPLICANT'S PERFORMANCE OF OBLIGATIONS.**

16 (a) **Letter of Credit; Delivery; Required Minimum Annual Amounts; Expiration.**

17 As security to COUNTY for APPLICANT's faithful performance of all of its obligations
18 under this Agreement, APPLICANT shall require the Financial Institution (as hereinafter defined) to
19 issue and deliver to COUNTY, as the beneficiary, the Letter of Credit in the initial minimum available
20 amount of at least SIX MILLION, THREE HUNDRED SIXTY EIGHT THOUSAND, FIVE
21 HUNDRED-NINETY EIGHT AND 50/100 UNITED STATES DOLLARS (\$6,368,598.50) and
22 having an issue date of **February 23, 2022** (as well as having an effective date that is the same date as
23 the issue date of the Letter of Credit, if an effective date is set forth in the Letter of Credit), and an
24 initial expiration date that is on the first anniversary of the issue date of the Letter of Credit, and
25 written information satisfactory to COUNTY of the Financial Institution complying with the Financial
26 Institution Requirements. APPLICANT shall require the Financial Institution to deliver the Letter of
27 Credit to COUNTY's Director of Public Works and Planning not later than five (5) business days
28 subsequent to the execution of this Agreement by the Parties, and COUNTY, upon being satisfied

1 with the Letter of Credit so delivered and with the Financial Institution complying with the Financial
2 Institution Requirements will, not later than five (5) business days subsequent to receipt by
3 COUNTY's Director of Public Works and Planning of the Letter of Credit, provide COUNTY's
4 written acceptance of the Letter of Credit to the Financial Institution with a copy thereof provided to
5 APPLICANT. Such acceptance by COUNTY with respect to the Letter of Credit shall not limit
6 COUNTY's rights and remedies with respect to the Letter of Credit so accepted should the Financial
7 Institution subsequently fail to comply with the Financial Institution Requirements.

8 The Letter of Credit shall be issued and maintained so that the minimum available amount,
9 including the automatic increases in such minimum amount as required herein, of the Letter of Credit,
10 for each then-current annual period thereof, shall match the minimum required amount corresponding
11 to each applicable then-current annual period in the "Schedule of Required Minimum Annual
12 Amounts," **Schedule A**, attached and incorporated herein by this reference, provided however,
13 subsequent to any partial drawing that has been paid to COUNTY under the Letter of Credit, the stated
14 available amount of the Letter of Credit for the subsequent then-current annual period shall be reduced
15 by the amount of such drawing.

16 The minimum available amount, including the automatic increases in such amount as required
17 herein, of the Letter of Credit issued by the Financial Institution to COUNTY is not a limitation on
18 APPLICANT's obligations under this Agreement or the Reclamation Plan with respect to CUP Nos.
19 3562 and 3564. The initial expiration date for the Letter of Credit, or any extended expiration date that
20 is set forth in the Letter of Credit, is allowed by COUNTY only as an accommodation to
21 APPLICANT and the Financial Institution issuing the Letter of Credit, and shall not in any way
22 whatsoever be a limitation on APPLICANT's obligations to maintain the Letter of Credit, as required
23 herein, at all times during the term of this Agreement. Any acceptance of the Letter of Credit by
24 COUNTY is subject to the provisions of this paragraph. APPLICANT is not allowed to cause the
25 issuance of multiple Letters of Credit, each in a minimum available amount that is less than the
26 minimum then-current available amount of the Letter of Credit required herein, to satisfy the
27 requirements herein for the Letter of Credit.

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1 **(b) The Financial Institution - References.**

2 Unless this Agreement otherwise expressly makes a distinction between or among the
3 Financial Institution, any Succeeding Financial Institution under subsection 2(i)(8) hereof, and any
4 new Financial Institution, or such distinction is reasonably apparent from the context of this
5 Agreement, all references herein to “**Financial Institution**” shall mean and include the financial
6 institution, including its successors and assigns, that issues the Letter of Credit (or would issue any
7 replacement Letter of Credit) to COUNTY, or that would become a Succeeding Financial Institution
8 under subsection 2(i)(8) hereof, and/or any new Financial Institution that would issue any replacement
9 Letter of Credit to COUNTY, as applicable.

10 **(c) The Letter of Credit – References.**

11 Unless this Agreement otherwise expressly makes a distinction between the Letter of Credit
12 and any replacement Letter of Credit or such distinction is reasonably apparent from the context of
13 this Agreement, all references herein to “**Letter of Credit**” shall mean and include the Letter of Credit
14 that is (or any replacement thereof that would be) issued by the Financial Institution to COUNTY,
15 and/or any replacement Letter of Credit (or any replacement thereof) that would be issued by any new
16 Financial Institution to COUNTY, and/or there is any Succeeding Financial Institution by way of
17 merger or consolidation of the Financial Institution or its successors or assigns under subsection
18 2(i)(8) hereof, as applicable, including any amendments to such Letter of Credit (or any replacement
19 thereof), and/or any to such replacement Letter of Credit (or any replacement thereof), that would be
20 issued by the Financial Institution, and/or any new Financial Institution, as applicable, to COUNTY,
21 and/or there is any Succeeding Financial Institution by way of merger or consolidation of the
22 Financial Institution or its successors or assigns under subsection 2(i)(8) hereof, as applicable.

23 **(d) Applicant’s Contractual Covenants.**

24 All references in this Agreement to the requirements for the Letter of Credit, the Financial
25 Institution, or the Financial Institution Requirements (defined below) are APPLICANT’s contractual
26 covenants to COUNTY, which requirements APPLICANT shall impose upon the Financial Institution
27 and ensure that the Financial Institution complies with such requirements at all times during the term
28 of this Agreement, for the benefit of COUNTY, it being understood between the Parties that the Letter

1 of Credit, the Financial Institution, and Financial Institution Requirements shall be subject to their
2 respective requirements under this Agreement.

3 (e) **Financial Institution Requirements.**

4 APPLICANT shall cause the Financial Institution issuing the Letter of Credit to COUNTY to:

5 (i) be chartered or licensed under the laws of the United States, any State thereof, or the District of
6 Columbia; (ii) be subject to the jurisdiction of the laws of the United States, any State thereof, or the
7 District of Columbia, to the satisfaction of COUNTY, provided however, if the Financial Institution is
8 a foreign (other nation) Letter of Credit issuer, the Financial Institution shall satisfy the juridical entity
9 and jurisdiction requirements of California Commercial Code section 5116, subdivision (b), so that the
10 Financial Institution is deemed to be located in and subject to the jurisdiction of the United States, any
11 State thereof, or the District of Columbia; (iii) if the Financial Institution receives deposits, be insured
12 by the Federal Deposit Insurance Corporation (“**FDIC**”), provided however, notwithstanding anything
13 to the contrary in this Agreement, all requirements and references under this Agreement relating to the
14 FDIC shall apply only if and when the Financial Institution receives deposits, provided further
15 however, if the Financial Institution (or new Financial Institution) does not receive deposits at the time
16 that it issues the Letter of Credit (or replacement Letter of Credit), but subsequently, at any time,
17 receives deposits (or there is any Succeeding Financial Institution by way of merger or consolidation
18 of the Financial Institution or its successors or assigns under subsection 2(i)(8) hereof, and such
19 Succeeding Financial Institution at any time receives deposits), APPLICANT shall, within thirty (30)
20 days thereof, provide written thereof notice to COUNTY pursuant to Section 5 hereof; (iv) have a
21 financial institution issuer long-term rating of at least “Investment Grade” (provided however, if a
22 Rating Agency has more than one (1) issuer long-term rating at any time for the Financial Institution,
23 then all of such issuer long-term ratings for the Financial Institution shall at all such times be at least
24 “Investment Grade”) by at least two (2) of (A) Fitch Ratings Ltd. (“**Fitch**”), (B) Moody’s Investors
25 Service, Inc. (“**Moody’s**”) or (C) Standard & Poor’s Ratings Services (“**S&P**”) or their respective
26 successors (collectively, the “**Rating Agencies**”), which “Investment Grade,” by way of example, as
27 of the Effective Date of this Agreement, but not as a limitation, is at least BBB- (S&P and Fitch) and
28 Baa3 (Moody’s), and (v) provide written information satisfactory to COUNTY that: (A) that the

1 Financial Institution has a FDIC certificate number (or if a FDIC certificate number is no longer used
2 in the banking industry in the United States, then the equivalent thereof to the satisfaction of
3 COUNTY), and the name of the financial institution in the FDIC certificate having such FDIC
4 certificate number is identical to the name of such Financial Institution in the Letter of Credit; and (B)
5 the Rating Agencies providing a rating of the Financial Institution are using the identical name (as
6 determined by COUNTY) of the Financial Institution in the FDIC certificate having such FDIC
7 certificate number for such Financial Institution and in the Letter of Credit to identify the Financial
8 Institution in their respective Rating Agency's Publication (as hereinafter defined) (collectively, (i)
9 through and including (v) in this subsection 2(e) are the "Financial Institution Requirements").

10 **(f) Change of Rating Agency; Notice Required.**

11 In the event of a change of any of the Rating Agencies that are rating the Financial Institution,
12 APPLICANT shall give written notice thereof to COUNTY pursuant to Section 5 hereof not later than
13 ten (10) business days after any such change, including written information that demonstrates the
14 Financial Institution's continued compliance with the Financial Institution Requirements.

15 **(g) APPLICANT's Identification of Financial Institution.**

16 APPLICANT intends for Sumitomo Mitsui Banking Corporation, New York Branch, to serve
17 as the Financial Institution under this Agreement. APPLICANT represents to COUNTY, as of the
18 Effective Date of this Agreement, that: (i) Sumitomo Mitsui Banking Corporation, New York Branch,
19 is validly existing as a foreign banking organization under the laws of the State of New York, that it
20 has all the powers of a foreign branch as specified under Article V of the Banking Law of the State of
21 New York, is authorized to transact business in the State of New York, and is duly licensed to
22 maintain a branch office at 277 Park Avenue, New York, New York; (ii) Sumitomo Mitsui Banking
23 Corporation, New York Branch does not receive deposits; (iii) Sumitomo Mitsui Banking
24 Corporation, New York Branch is rated by Fitch at "A," Moody's at "A1," and S&P at "A" in
25 compliance with the Financial Institution Requirements; and (iv) after having conducting a diligent
26 investigation, there is no pending Succeeding Financial Institution that would be by way of merger or
27 consolidation of the Financial Institution or its successors or assigns under subsection 2(i)(8) hereof.
28 COUNTY shall have the right, without undertaking any investigation, to rely solely upon such

1 representations by APPLICANT to COUNTY under this subsection 2(g), and any information
2 obtained by COUNTY from any Rating Agency under subsection 2(h) hereof, for purposes of
3 determining the Financial Institution’s compliance with the Financial Institution Requirements.

4 (h) **Changes Relating to the Identity of the Financial Institution.**

5 (1) In the event of (i) any change of the Rating Agencies that are rating the
6 Financial Institution, including any Succeeding Financial Institution, or any new Financial Institution,
7 as applicable, (ii) any change in the name and/or identification of a Financial Institution, including any
8 Succeeding Financial Institution, or any new Financial Institution, as applicable, (iii) APPLICANT
9 causing any new Financial Institution to issue any replacement Letter of Credit to COUNTY, (iv) any
10 Succeeding Financial Institution by way of merger or consolidation of the Financial Institution or its
11 successors or assigns under subsection 2(i)(8) hereof, and/or (v) any change in the FDIC certificate
12 number for the Financial Institution, COUNTY may exercise any or all of its rights as hereinafter set
13 forth in this subsection 2(h) so that COUNTY is assured by APPLICANT that each Rating Agency
14 that is rating the Financial Institution, including any Succeeding Financial Institution, or any new
15 Financial Institution, as applicable, is actually identifying such Financial Institution, including any
16 such Succeeding Financial Institution, or any such new Financial Institution, as applicable.

17 (2) In the event of the occurrence of any of the conditions identified in
18 subsection 2(h)(1) hereof, COUNTY may provide written notice to APPLICANT, which notice if so
19 provided, shall be pursuant to Section 5 hereof, (i) seeking confirmation of the identity of the
20 Financial Institution (or such any such Succeeding Financial Institution or new Financial Institution)
21 rated by any Rating Agency, by stating the name of the Financial Institution (or such Succeeding
22 Financial Institution or new Financial Institution) that appears to COUNTY to be the name that such
23 Rating Agency uses to identify the Financial Institution (or such Succeeding Financial Institution or
24 new Financial Institution), which name COUNTY has obtained from such Rating Agency (“**Rating
25 Agency’s Apparent Name**”), accompanied by the internet web link to (or hardcopy of, if not so
26 available on the internet), the relevant page(s) that COUNTY has obtained from such Rating Agency’s
27 publication(s), which shall be readily available to members of the public, showing such Rating
28 Agency’s Apparent Name, including, by way of example, an internet web page (“**Rating Agency’s**

1 **Publication**”), as well as a copy of the FDIC certificate having the FDIC certificate number for the
2 Financial Institution (or such Succeeding Financial Institution or new Financial Institution) reasonably
3 known to COUNTY (or stating that COUNTY cannot ascertain the FDIC certificate number for the
4 Financial Institution (or such Succeeding Financial Institution or new Financial Institution), and (ii)
5 referencing the requirements of APPLICANT’s responsive written notice, as hereinafter set forth in
6 this subsection 2(h)(2). Within ten (10) business days after the date that such notice was provided by
7 COUNTY, APPLICANT shall provide written responsive notice to COUNTY pursuant to Section 5
8 hereof (i) unconditionally representing to COUNTY that, after conducting a diligent investigation,
9 such Rating Agency’s Apparent Name that COUNTY submitted to APPLICANT is the correct name
10 that such Rating Agency uses to identify the Financial Institution (or such Succeeding Financial
11 Institution or new Financial Institution), as well as a copy of the FDIC certificate having the FDIC
12 certificate number for the Financial Institution (or such Succeeding Financial Institution or new
13 Financial Institution) reasonably known to APPLICANT, or (ii) (a) representing to COUNTY that,
14 after conducting a diligent investigation, the Rating Agency’s Apparent Name that COUNTY
15 submitted to APPLICANT does not identify the Financial Institution (or such Succeeding Financial
16 Institution or new Financial Institution), and (b) unconditionally representing to COUNTY the correct
17 name that APPLICANT reasonably believes, after conducting a diligent investigation, such Rating
18 Agency uses to identify the Financial Institution (or such Succeeding Financial Institution or new
19 Financial Institution), accompanied by the internet web link to (or hardcopy of, if not so available on
20 the internet), the relevant page(s) of the same Rating Agency’s Publication submitted by COUNTY to
21 APPLICANT, showing such name of the Financial Institution (or such Succeeding Financial
22 Institution or new Financial Institution) (for example, if the Rating Agency’s Publication
23 accompanying COUNTY’s notice is the relevant page(s) of the Rating Agency’s internet web site(s),
24 APPLICANT’s responsive notice shall likewise be accompanied by a copy of the relevant page(s) of
25 the Rating Agency’s same internet web site) as well as a copy of the FDIC certificate having the FDIC
26 certificate number for the Financial Institution (or such Succeeding Financial Institution or new
27 Financial Institution) reasonably known to APPLICANT. If the written information provided by
28 APPLICANT, in COUNTY’s reasonable determination, appears to be erroneous or incomplete,

1 COUNTY shall, within ten (10) business days after the date that such notice was provided by
2 APPLICANT, provide written notice of objection(s) thereof to APPLICANT pursuant to Section 5
3 hereof, stating the reason(s) for COUNTY's objection(s), and the Parties shall promptly meet and
4 confer (which may be in-person, or by videoconference or telephone), and diligently and in good faith
5 act, to expeditiously resolve COUNTY's objection(s), which may include APPLICANT providing
6 additional written information that satisfies the requirements of this this subsection 2(h)(2), all of
7 which resolution process shall be completed within thirty (30) business days from the date that
8 COUNTY first provided such notice of objection(s) to APPLICANT. The type of additional written
9 information that APPLICANT shall provide to resolve COUNTY's objection(s), if any, shall be
10 readily available to members of the public, and provided by the Rating Agency and/or the Financial
11 Institution (or such Succeeding Financial Institution or new Financial Institution); such information
12 may be corroborated with written information provided by any national investment news information
13 services, such as Bloomberg, by any national bank and investment rating service, such as Bauer
14 Financial, or written information provided by an officer of the Financial Institution (or such
15 Succeeding Financial Institution or new Financial Institution) having apparent authority to provide
16 such information, all of which shall be for COUNTY's consideration under this subsection 2(h)(2). In
17 the event that a Rating Agency's Publication is not readily available in the typically-convenient form
18 to members of the public for any two (2) or more consecutive business days, subject to a maximum
19 allowance of five (5) business days in the aggregate (for example, a Rating Agency is not publishing
20 its Rating Agency's Publication on the internet during such period due to a calamity or disruption of
21 electronic services), (i) COUNTY and APPLICANT shall use any reasonable alternative written form
22 of the Rating Agency's information that typically would be in the Rating Agency's Publication, so
23 long as the Parties use the same written form of the Rating Agency's information that shall be readily
24 available to members of the public under such circumstances, and (ii) the time period for performance
25 by either Party or both of the Parties, as applicable, as hereinabove set forth in this subsection 2(h)(2)
26 shall be extended only by such same number of days within such period. Unless there is a pending,
27 unresolved objection by COUNTY, COUNTY shall have the right, without undertaking any
28 investigation, to rely solely upon such representations of and written information provide by

1 APPLICANT to COUNTY, and obtained by COUNTY from the Rating Agency, for purposes of
2 determining the Financial Institution's (or such Succeeding Financial Institution or new Financial
3 Institution) compliance with the Financial Institution Requirements. In the event APPLICANT fails to
4 comply with the requirements of this subsection 2(h)(2), including but not limited to failing to respond
5 to any of COUNTY's notice(s) provided or attempted to be provided, or resolve any objections by
6 COUNTY to COUNTY's reasonable satisfaction, the Financial Institution (or such Succeeding
7 Financial Institution or new Financial Institution) shall be deemed to fail to comply with the Financial
8 Institution Requirements, and such failure shall constitute a "Special Event of Default."

9 (3) Upon the determination of COUNTY's Director of Public Works and
10 Planning, or his or her designee (the "Director"), that a Special Event of Default has occurred, the
11 Director shall have the right to immediately declare that APPLICANT is in material breach of this
12 Agreement, and COUNTY thereupon shall be entitled, commencing upon one (1) Financial Institution
13 business day after such occurrence of the Special Event Default, to immediately draw upon the Letter
14 of Credit, which shall be in the full available amount thereof, and hold such proceeds, without
15 requirement of earning interest thereon, for the purposes of this Agreement, provided however,
16 COUNTY's exercise of such right and remedy shall not limit COUNTY's other rights and remedies
17 under Sections 3 and/or 4 hereof or any of COUNTY's other rights or remedies under the law or in
18 equity, and COUNTY's other rights and remedies under Sections 3 and/or 4 hereof shall not limit
19 COUNTY's exercise of such rights and remedy under subsection 2(h)(2) hereof and/or this subsection
20 2(h)(3) or any other of COUNTY's rights or remedies under the law or in equity. COUNTY shall
21 provide written notice thereof pursuant to Section 5 hereof to APPLICANT, provided however,
22 notwithstanding whether or when APPLICANT receives or is able to receive, or acts upon or is able to
23 act upon, such notice, or there are any circumstances beyond COUNTY's control that would frustrate
24 COUNTY's ability to provide such notice (and in any such case, such notice shall not be required to
25 have been provided by COUNTY to APPLICANT), COUNTY shall in any event have the right to so
26 draw upon the Letter of Credit, which shall be in the full available amount thereof.

27 (4) Subject to subsections 2(h)(2) and 2(h)(3) hereof, upon receipt of such
28 written notice provided by COUNTY to APPLICANT, under subsection 2(h)(3) hereof, APPLICANT

1 shall, within thirty (30) calendar days, submit to COUNTY for its review and requested acceptance
2 pursuant to the terms and conditions of this Agreement, a proposed replacement Letter of Credit from
3 a new Financial Institution, which proposed replacement Letter of Credit shall comply with the
4 requirements of this Agreement, and which new Financial Institution shall comply with the Financial
5 Institution Requirements.

6 (A) Should the new Financial Institution issuing the proposed replacement
7 Letter of Credit comply with the Financial Institution Requirements, COUNTY's review and
8 acceptance, if given, with respect to the proposed replacement Letter of Credit shall be limited solely
9 to determining, in COUNTY's reasonable discretion, whether the proposed replacement Letter of
10 Credit and new Financial Institution comply with the requirements of this Agreement, and should the
11 proposed replacement Letter of Credit submitted to COUNTY, and/or the new Financial Institution, in
12 COUNTY's reasonable discretion, be found by COUNTY as not in compliance with the requirements
13 of this Agreement, COUNTY shall notify APPLICANT in writing within fifteen (15) business days of
14 APPLICANT's submission thereof as to the non-compliant terms or non-compliance new Financial
15 Institution. Upon the receipt of such notification, APPLICANT shall have thirty (30) calendar days to
16 bring the proposed replacement Letter of Credit and/or Financial Institution into compliance or submit
17 to COUNTY for its review and requested acceptance pursuant to the terms and conditions of this
18 Agreement a proposed new replacement Letter of Credit from a new Financial Institution, provided
19 however, COUNTY shall continue to have the right to hold the full amount of the proceeds of the
20 Letter of Credit drawn upon, without requirement of earning interest thereon, for the purposes of this
21 Agreement, provided further however, COUNTY's continued exercise of such right and remedy shall
22 not limit COUNTY's other rights and remedies under Sections 3 and/or 4 hereof or any other of
23 COUNTY's rights or remedies under the law or in equity, and COUNTY's other rights and remedies
24 under Sections 3 and/or 4 hereof shall not limit COUNTY's continued exercise of such rights and
25 remedies under subsections 2(h)(2) and/or 2(h)(3) hereof or any other of COUNTY's rights or
26 remedies under the law or in equity.

27 (B) In the event the proposed replacement Letter of Credit and new
28 Financial Institution comply with the requirements of this Agreement, as determined by COUNTY

1 under this Agreement, COUNTY's acceptance thereof shall not be withheld, conditioned or delayed,
2 and upon COUNTY's acceptance of such complying replacement Letter of Credit, COUNTY shall
3 promptly, but not later than ten (10) calendar days thereafter, return to APPLICANT the proceeds of
4 the Letter of Credit drawn upon, provided however, such acceptance by COUNTY with respect to the
5 proposed replacement Letter of Credit shall not limit COUNTY's rights and remedies with respect to
6 the proposed replacement Letter of Credit so accepted should the new Financial Institution
7 subsequently fail to comply with the Financial Institution Requirements.

8 (5) Nothing in this subsection 2(h) limits COUNTY's other rights or
9 remedies under the law or in equity.

10 (i) **Financial Institution Requirements and Satisfactory Letter of Credit.**

11 Pursuant to the terms and conditions of this Agreement, the Financial Institution shall comply
12 with the Financial Institution Requirements, and the Letter of Credit (including the form and substance
13 of the Letter of Credit) shall be subject to COUNTY's satisfaction. Notwithstanding anything in this
14 Agreement to the contrary, if the terms or conditions of this Agreement and the terms or conditions of
15 the Letter of Credit are in conflict, the terms and conditions of this Agreement shall control with
16 respect to the subject matters set forth herein. In determining whether a proposed replacement Letter
17 of Credit is satisfactory to COUNTY, COUNTY may consider whether the proposed replacement
18 Letter of Credit complies with the form and substance of the then-current Letter of Credit, and in any
19 event the new Financial Institution shall comply with the Financial Institution Requirements.

20 APPLICANT shall impose the Financial Institution Requirements upon the Financial Institution,
21 ensure that the Financial Institution complies with such requirements at all times during the term of
22 this Agreement and issues the Letter of Credit to COUNTY in compliance with the following major
23 requirements, which are not the only requirements for the Letter of Credit to be satisfactory to
24 COUNTY:

25 1. The Financial Institution shall establish in COUNTY's favor the Letter of
26 Credit, for the minimum available amount of the Letter of Credit, initially in the minimum available
27 amount, which amount shall be automatically increased as required herein, set forth in subsection 2(a)
28 hereof, for the term of the Letter of Credit.

1 2. The Letter of Credit shall be available to COUNTY by the Financial
2 Institution's payment from its own immediately available funds to COUNTY, via wire transfer (or
3 other form of transfer authorized by COUNTY) to COUNTY pursuant to COUNTY's payment
4 instructions, upon presentation of COUNTY's draft(s) (in the form of the sight draft attached as an
5 exhibit thereto) drawn at sight on the Financial Institution, at its place of presentation provided
6 therein, and as allowed herein, and accompanied by the following documents:

7 (A) COUNTY's statement to the Financial Institution in the form of the
8 statement of beneficiary provided by COUNTY's purported representative, as follows:

9 FIFTH STANDARD SOLAR PV, LLC, A DELAWARE LIMITED LIABILITY
10 COMPANY, AND/OR ITS SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE
11 "APPLICANT"), HAS NOT PERFORMED ONE OR MORE OF ITS OBLIGATIONS
12 UNDER THAT CERTAIN WRITTEN RECLAMATION AGREEMENT ENTERED
13 INTO BY AND BETWEEN THE APPLICANT AND THE COUNTY ON OR ABOUT
 FEBRUARY 22, 2022, AS AMENDED BY ANY WRITTEN AMENDMENT(S)
 THERE TO (COLLECTIVELY, THE "AGREEMENT"). THE COUNTY HAS THE
 RIGHT, PURSUANT TO THE TERMS OF THE AGREEMENT, TO DRAW UPON
 THIS IRREVOCABLE STANDBY LETTER OF CREDIT.

14 (B) The Letter of Credit, if required to be presented by the Financial
15 Institution.

16 3. COUNTY shall have the right to draw upon the Letter of Credit, and to make
17 any requests for amendments, notices, or acknowledgements permitted under the Letter of Credit to
18 the Financial Institution, at COUNTY's election, using either paper or electronic medium, and for
19 electronic medium, including by way of example, as of the Effective Date of this Agreement, but not
20 as a limitation, by a telephonic facsimile transmission (also called telecopy), or by transmission of a
21 portable document format [.PDF] document delivered by electronic mail (and if more than one means
22 of electronic presentation is allowed by the Financial institution, then such multiple means of
23 electronic presentation shall be permitted under the Letter of Credit). The place of presentation for
24 any drawing upon the Letter of Credit using either paper or electronic medium shall be at least one of
25 the Financial Institution's office locations within the United States, except for Alaska and Hawaii, and
26 for any drawings using paper medium, shall be freely accessible to members of the public during the
27 Financial Institution's regular business hours.
28

1 4. COUNTY shall have the right to make partial and multiple drawings under the
2 Letter of Credit up to the then-current available amount thereof; provided however, such partial or
3 multiple drawings under the Letter of Credit shall reduce the stated available amount of the Letter of
4 Credit by any such partial drawing.

5 5. All drafts drawn under and in compliance with the terms and conditions of the
6 Letter of Credit shall be duly honored by the Financial Institution if drawn and presented to the
7 Financial Institution at its place of presentation in the Letter of Credit for payment as provided in the
8 Letter of Credit. The Financial Institution shall give COUNTY written notice of any dishonor within
9 three (3) business days of any presentation to the Financial Institution of any documents not made in
10 compliance with the terms or conditions of the Letter of Credit, and such notice of dishonor shall state
11 all discrepancies upon which such dishonor is based. Any notice of dishonor that the Financial
12 Institution gives COUNTY will not bar COUNTY from curing any discrepancies with respect to such
13 presentation, or making any other presentations, in compliance with the terms and conditions of the
14 Letter of Credit.

15 6. All Financial Institution fees and charges relating to the Letter of Credit shall be
16 payable by APPLICANT, and in no way shall affect or reduce the then-current available amount of
17 the Letter of Credit, nor will such fees or charges be payable by or charged to COUNTY.

18 7. The Letter of Credit shall not in any way whatsoever be modified, amended,
19 altered, limited, or cancelled without COUNTY's written consent; provided however, such written
20 consent shall not be required if (i) the then-current available amount of the Letter of Credits is
21 increased, (ii) the Letter of Credit Expiration Date (as defined in subsection 2(i)(9) hereof), or the
22 then-current Letter of Credit Extended Expiration Date (as defined in Subsection 2(i)(9) hereof) is
23 extended, or (iii) the Financial Institution specifies that its new, then-current electronic mail address,
24 facsimile number, or telephone number, as applicable, which shall be within the United States, except
25 for Alaska and Hawaii, for the presentation of documents for purposes of a drawing in electronic
26 medium.

27 8. The Letter of Credit, and the undertaking of the Financial Institution thereunder,
28 shall not be assigned, alienated, or delegated by the Financial Institution or its successors or assigns,

1 other than to a successor Financial Institution by way of merger or consolidation (such successor
2 Financial Institution, the “**Succeeding Financial Institution**”); upon any such merger or
3 consolidation, and continuing thereafter, (i) any Succeeding Financial Institution shall be bound by the
4 terms of the Letter of Credit and shall have the same obligations as Financial Institution as the original
5 Financial thereunder and shall satisfy all of the requirements for the Financial Institution hereunder,
6 and (ii) all terms, provisions and conditions contained in the Letter of Credit (as amended by any
7 amendments to the Letter of Credit issued to COUNTY pursuant to the terms and conditions thereof)
8 shall continue in full force and effect and the Letter of Credit shall remain valid, and enforceable and
9 binding against the Succeeding Financial Institution in accordance with its terms; and the Succeeding
10 Financial Institution shall give COUNTY written notice within sixty (60) calendar days after any such
11 merger or consolidation.

12 9. The expiry date of the Letter of Credit shall be deemed automatically extended
13 and such extension shall be effective automatically without amendment or notice for an additional
14 period of at least one (1) year from the expiration date of the Letter of Credit (“**Letter of Credit**
15 **Expiration Date**”), or each successive future anniversary of the expiration date thereof (each, a
16 “**Letter of Credit Extended Expiration Date**”), whichever is later, unless at least one hundred
17 twenty (120) calendar days prior to the Letter of Credit Expiration Date, or the then-current Letter of
18 Credit Extended Expiration Date, whichever is later, the Financial Institution gives COUNTY written
19 notice that the Financial Institution elects not to permit the Letter of Credit to be extended beyond the
20 Letter of Credit Expiration Date, or the then-current Letter of Credit Extended Expiration Date,
21 whichever is later; and, in the event that such notice is given to COUNTY, the Financial Institution
22 shall engage with COUNTY that, notwithstanding such notice, all drafts thereafter drawn under and in
23 compliance with the terms of the Letter of Credit shall be duly honored by the Financial Institution, if
24 drawn and presented to the Financial Institution at its place of presentation set forth in the Letter of
25 Credit for payment as provided in the Letter of Credit on or before the Letter of Credit Expiration
26 Date, or the then-current Letter of Credit Extended Expiration Date, whichever is later.

27 10. If the expiry date of the Letter of Credit is deemed automatically extended as
28 provided above, the then-current available amount of the Letter of Credit shall be deemed

1 automatically increased to the stated amount for then-current annual period as set forth in the schedule
2 of stated amounts therein, which schedule shall match the minimum required amount corresponding to
3 each applicable then-current annual period in the “**Schedule of Required Minimum Annual**
4 **Amounts,**” Schedule A, provided however, subsequent to any partial drawing that has been paid to
5 COUNTY under the Letter of Credit, the stated available amount of the Letter of Credit for the
6 subsequent then-current annual period shall be reduced by the amount of such drawing.

7 11. Upon the Financial Institution’s receipt of COUNTY’s written request, the
8 Financial Institution shall promptly, but not later than ten (10) business days thereafter, issue to
9 COUNTY an amendment to the Letter of Credit to change COUNTY’s payment instructions, to
10 change COUNTY’s address in the Letter of Credit, or the titles of any of COUNTY’s purported
11 representatives in the Letter of Credit, or the sight draft, or the statement of beneficiary, and
12 COUNTY’s written request may be presented to the Financial Institution by using any medium in the
13 Letter of Credit for drawing drafts, either in paper or electronic medium.

14 12. Upon the Financial Institution’s receipt of COUNTY’s written request, the
15 Financial Institution shall promptly, but not later than ten (10) business days thereafter, give
16 COUNTY a written acknowledgment (i) confirming that the Letter of Credit remains in full force and
17 effect according to its terms (and providing specific reference to any amendments to the Letter of
18 Credit that have been issued to COUNTY, or, if no such amendments have been issued to COUNTY,
19 the Financial Institution shall so state), (ii) confirming the then-current available amount of the Letter
20 of credit (and providing specific reference to any partial drawing(s) and the amount(s) and date(s)
21 thereof), and (iii) confirming the then-current expiry date of the Letter of Credit; provided however; if
22 the Financial Institution has given COUNTY any such acknowledgment pursuant to this paragraph,
23 any such request that COUNTY subsequently makes shall be not less than one (1) year from the date
24 of the Financial Institution’s last acknowledgment given to COUNTY.

25 13. Any amendments to the Letter of Credit shall be prepared, executed, and
26 certified in the same form and manner as the Letter of Credit provided by such Financial Institution.

27 14. Any amendments to Letter of Credit, and any notices and acknowledgments that
28 the Financial Institution gives to COUNTY with respect to the Letter of Credit shall be given and

1 delivered to COUNTY's address in the Letter of Credit, by commercial overnight courier service,
2 delivery fees prepaid, requiring the signature of COUNTY's purported representative to confirm
3 COUNTY's receipt thereof.

4 15. Except as expressly stated therein, the Letter of Credit does not depend on, nor
5 is it subject to, any condition or qualification.

6 16. Except as expressly stated therein, the Letter of Credit shall be subject to the
7 international standby practices typically used by COUNTY as a beneficiary of an irrevocable standby
8 letter of credit, which, as of the Effective Date of this Agreement, are the International Standby
9 Practices (ISP 98) International Chamber of Commerce, Publication No. 590, 1998 Version (the
10 "ISP"); to the extent not inconsistent with the ISP 98, the Letter of Credit shall be governed by and
11 construed in accordance with the laws of the State of California, including, but not limited to, Division
12 5 of the California Commercial Code, entitled Uniform Commercial Code--Letters of Credit, § 5101
13 through and including § 5118, and Appendix to Division 5-Letters of Credit.

14 17. The Financial Institution shall agree to the following for itself and its
15 representatives, successors, assigns, and property: the Financial Institution shall irrevocably and
16 unconditionally submit to the exclusive jurisdiction of the courts located within Fresno County (and
17 the respective appellate courts thereof), in respect of any action or proceeding brought against the
18 Financial Institution, or the recognition or enforcement of any judgment, or the settlement of any
19 dispute, arising out of or relating in any way to the Letter of Credit; the Financial Institution shall
20 irrevocably and unconditionally waive any objection or defense, including but not limited to defense
21 of an inconvenient forum, that the Financial Institution may now or hereafter have to the laying of
22 venue in such courts; and the Financial Institution shall agree not to, and shall irrevocably and
23 unconditionally waive any right it might otherwise have to, bring any action or proceeding against
24 COUNTY in any forum other than in such courts; provided however, that in any action or proceeding
25 that COUNTY brings the Financial Institution us in such courts, the Financial Institution may bring its
26 responsive proceeding in those same courts.

27 18. At COUNTY's written request prior to the Letter of Credit Expiration Date, or
28 the then-current Letter of Credit Extended Expiration Date, whichever is later, the Financial Institution

1 agrees, to issue a replacement original of the Letter of Credit having the same terms and conditions
2 thereof (the “**Replacement Original Letter of Credit**”) or of any amendments having the same terms
3 and conditions as any amendments to the Letter of Credit issued to COUNTY (the “**Replacement**
4 **Original Amendments**”) to COUNTY if COUNTY returns the mutilated original of any such
5 documents to the Financial Institution, or if COUNTY certifies to the Financial Institution that the
6 original of any such documents has been lost, stolen, or destroyed and provides the Financial
7 Institution with a reasonably acceptable indemnity from a reasonably acceptable indemnitor. Any such
8 issued Replacement Original Letter of credit or any such issued Replacement Original Amendments
9 shall replace and be deemed to be the original of the issued original Letter of Credit or any issued
10 original amendments being replaced, as applicable, and the Financial Institution shall mark any such
11 issued Replacement Original Letter of Credit or any such issued Replacement Original Amendments
12 as the replacement original letter of credit or as the replacement original amendments, as applicable.

13 19. The Letter of Credit shall be executed, issued, and delivered by a duly
14 authorized officer of the Financial Institution and contain a certification by an appropriate corporate
15 officer, such as the Financial Institution’s general counsel or corporate secretary, or his or her
16 designee, who shall have authority to certify, and shall certify, that the individual executing, issuing,
17 and delivering the Letter of Credit is authorized to do so for and on behalf of the Financial Institution,
18 and that the signature of such individual on the Letter of Credit is authentic. In lieu of such
19 certification, the Financial Institution may deliver to COUNTY, along with the Letter of Credit so
20 issued, a resolution or separate certificate of the Financial Institution to the foregoing effect, provided
21 that such resolution or separate certificate shall be deemed to be a requirement of the Letter of Credit
22 under this Agreement, and shall be subject to the review and acceptance of COUNTY.

23 20. No terms or condition in the Letter of Credit, or amendment thereto, or notice or
24 acknowledgement thereof provided under the Letter of Credit, shall be subject to the approval,
25 signature, or countersignature of, or notice given to, APPLICANT, and no document shall be issued,
26 signed, or counter-signed by APPLICANT as a term or condition of the Letter of Credit, or
27 amendment thereto

28

1 In the event that the Financial Institution gives COUNTY written notice that the Financial
2 Institution elects not to permit the Letter of Credit to be extended beyond the Letter of Credit
3 Expiration Date, or the then-current Letter of Credit Extended Expiration Date, whichever is later,
4 APPLICANT shall, at least sixty (60) calendar days prior to the Letter of Credit Expiration Date, or
5 the then-current Letter of Credit Extended Expiration Date, whichever is later, of the Letter of Credit,
6 cause a new Financial Institution, which complies with the Financial Institution Requirements, to issue
7 and deliver a replacement Letter of Credit to COUNTY for its review and requested acceptance
8 pursuant to the terms and conditions of this Agreement. Such acceptance by COUNTY with respect to
9 the replacement Letter of Credit shall not limit COUNTY's rights and remedies with respect to the
10 replacement Letter of Credit so accepted should the new Financial Institution subsequently fail to
11 comply with the Financial Institution Requirements. Any replacement Letter of Credit shall be issued
12 to COUNTY in the then-current available amount of the then-current Letter of Credit, including the
13 automatic increases in the amount thereof, as provided herein, and shall have an issue date not later
14 than the next calendar day after the Letter of Credit Expiration Date, or the then-current Letter of
15 Credit Extended Expiration Date, whichever is later, of the then-current Letter of Credit. The issue
16 date of the replacement Letter of Credit shall be the same date as the effective date of the replacement
17 Letter of Credit, if the effective date of the replacement Letter of Credit is set forth therein.

18 All of the requirements for, and terms and conditions concerning, the Letter of Credit, as
19 provided herein, shall also apply to any replacement Letter of Credit, provided that the initial
20 expiration date of the replacement Letter of Credit shall be at least one (1) year from the expiry date of
21 the then-current Letter of Credit, and provided further that the initial expiration date for the
22 replacement Letter of Credit, or any extended expiration date that is set forth in the replacement Letter
23 of Credit, is allowed by COUNTY only as an accommodation to APPLICANT and the Financial
24 Institution issuing the replacement Letter of Credit, and shall not in any way whatsoever be a
25 limitation on APPLICANT's obligations to maintain the replacement Letter of Credit, as required
26 herein, at all times during the term of this Agreement. Any acceptance of any replacement Letter of
27 Credit by COUNTY is subject to the provisions of this paragraph.

28

1 APPLICANT shall impose the Financial Institution Requirements upon the Financial
2 Institution (or any or Succeeding Financial Institution or any new Financial Institution), and ensure
3 that the Financial Institution (or any or Succeeding Financial Institution or any new Financial
4 Institution) complies with such Financial Institution Requirements at all times during the term of this
5 Agreement and maintains the Letter of Credit (or any replacement Letter of Credit) issued to
6 COUNTY, as provided herein, without loss or interruption in coverage, so that APPLICANT's
7 performance of its obligations under this Agreement is continuously secured by the Letter of Credit
8 (or a replacement Letter of Credit) that complies in all respects with the terms and conditions of this
9 Agreement.

10 COUNTY's Director is hereby authorized by COUNTY to make any determination by
11 COUNTY, or to take any action on behalf of COUNTY, required or permitted by COUNTY under
12 this Agreement, unless such action is expressly stated herein as required to be taken by COUNTY's
13 Board of Supervisors.

14 **3. DEFAULT.**

15 For purposes of this Agreement, the occurrence of any one or more of the following events
16 shall constitute an "Event of Default" by APPLICANT under this Agreement:

17 (a) APPLICANT fails to cause the Financial Institution to timely issue and deliver
18 the Letter of Credit to COUNTY, as required by Section 2 hereof;

19 (b) APPLICANT fails to create, retain, maintain or make available to COUNTY,
20 upon COUNTY's request as provided herein, any records concerning the status of the Project's
21 development, and of the Project's operation and electricity production as required by subsection 1(b)
22 hereof.

23 (c) The breach or default, in any material respect, in the performance of any
24 obligation under this Agreement, or falsity of any representations or warranties, of APPLICANT
25 and/or written information provided by or on behalf of APPLICANT to COUNTY, including, but not
26 limited to, whether the Financial Institution complies with the Financial Institution Requirements, or
27 the confirmation of the identity of the Financial Institution (or any Succeeding Financial Institution or
28

1 new Financial Institution) for purposes of subsection 2(h) hereof, which information is deemed to be
2 material to this Agreement;

3 (d) The failure of APPLICANT to timely pay any amount payable by
4 APPLICANT, when due, in connection with the Reclamation Plan with respect to CUP Nos. 3562
5 and/or 3564 or this Agreement;

6 (e) The failure of APPLICANT to pay, or cause to be paid, when due, all property
7 taxes and assessments, and any penalties or interest thereon, that are a lien on the Property;

8 (f) The failure of APPLICANT to observe or perform, in any material respect, any
9 other obligation under this Agreement or the Reclamation Plan with respect to CUP Nos. 3562 and/or
10 3564 for a period of thirty (30) calendar days after COUNTY provides written notice to APPLICANT
11 pursuant to Section 5 hereof, stating the obligation APPLICANT has failed to perform, provided
12 however, if the nature of the default is such that APPLICANT cannot reasonably cure the default
13 within thirty (30) calendar days, APPLICANT shall have an additional reasonable time to cure,
14 subject to APPLICANT commencing to cure within the thirty (30) calendar day period and diligently
15 pursuing the cure to completion and completing the cure not later one hundred twenty (120) calendar
16 days from the date of COUNTY's notice of such failure to perform. Notwithstanding anything to the
17 contrary in this Agreement, such additional reasonable time for APPLICANT to cure a default under
18 this subsection 3(e) shall not apply to any of APPLICANT's obligations under Sections 1, 2, 6, 8
19 and/or 16 hereof;

20 (g) APPLICANT fails to cause a new Financial Institution to timely issue and
21 deliver a replacement Letter of Credit to COUNTY, as required by Section 2 hereof;

22 (h) Bankruptcy, reorganization, liquidation, arrangement, insolvency, receivership
23 or conservatorship proceedings, or other proceedings for relief under any bankruptcy or similar law or
24 laws for the relief of debtors, are instituted by or against APPLICANT, and are not dismissed within
25 ninety (90) days of institution, or there is an assignment by APPLICANT for the benefit of creditors,
26 or any similar action taken by or against APPLICANT, or APPLICANT is insolvent;

27 (i) APPLICANT or APPLICANT's Transferee (defined in Section 6 hereof), if it
28 is an entity, ceases to be an entity lawfully doing business in the United States, or if it is an individual,

1 ceases to be permanently and lawfully residing in the United States, or in either such case, if not
2 subject to service of process in California, ceases having an agent for service of process in California;

3 (j) If the Parties enter into an amendment to this Agreement, on the terms and
4 conditions of this Agreement for the purpose of satisfying the COUNTY's Planning Commission's
5 conditions of approval for CUP No. 3263 as well as COUNTY, but APPLICANT fails to cause the
6 Financial Institution to timely issue and deliver the amendment to the Letter of Credit to COUNTY, to
7 increase the then-current available amount of the Letter of Credit, including the automatic increases in
8 such available amount, with respect to CUP No. 3263, as required by subsections 1(a), 2(a), and
9 2(i)(1) and (10) hereof;

10 (k) The failure of the Financial Institution to observe or perform, in any material
11 respect, any obligation of the Financial Institution under the Letter of Credit;

12 (l) The failure of the Financial Institution to satisfy the Financial Institution
13 Requirements at any time;

14 (m) The Financial Institution announces, either publicly, or to APPLICANT, the
15 anticipated closure or discontinuance of any place of presentation identified in the Letter of Credit for
16 the purpose of COUNTY's drawing under the Letter of Credit regardless of whether or when such
17 place of presentation closes or discontinues; or

18 (n) The Financial Institution closes or discontinues any place of presentation in the
19 Letter of Credit for the purpose of COUNTY's drawing under the Letter of Credit.

20 **4. COUNTY'S REMEDIES.**

21 Upon the determination of COUNTY's Board of Supervisors, by an official action, that an
22 Event of Default has occurred, COUNTY's Board of Supervisors shall have the right to declare that
23 APPLICANT is in material breach of this Agreement, and COUNTY thereupon shall be entitled to
24 immediately draw upon the Letter of Credit, or from time to time immediately make partial drawings
25 upon the Letter of Credit, and subsequent to any partial drawing that has been paid to COUNTY under
26 the Letter of Credit, the stated available amount of the Letter of Credit for the subsequent then-current
27 annual period shall be reduced by the amount of such drawing, as provided in subsection 2(a) hereof
28 and subsections 2(i)(4) and (10) hereof. COUNTY will provide APPLICANT at least twenty-one (21)

1 calendar days' advance written notice pursuant to Section 5 hereof of the date, time and place of the
2 public meeting at which COUNTY's Board of Supervisors will consider and determine whether
3 APPLICANT is in material breach of this Agreement.

4 Notwithstanding anything to the contrary herein, in the event that there is an Event of Default
5 under subsections 3(c), 3(f), 3(g) and/or 3(h) hereof, or APPLICANT is unable able to receive or act
6 upon any notice, if provided by COUNTY, or there are any circumstances beyond COUNTY's
7 (including COUNTY's Board of Supervisors') control that would frustrate COUNTY's ability to
8 provide such notice, then (i) in any such case, such notice shall not be required to be provided by
9 COUNTY to APPLICANT, (ii) such action by COUNTY's Board of Supervisors shall not be
10 required, (iii) COUNTY's Director shall have the right to determine that an Event of Default has
11 occurred, (iv) COUNTY'S Director shall have the right to declare that APPLICANT is in material
12 breach of this Agreement, (v) for an Event of Default under subsection 3(g) hereof, COUNTY
13 thereupon shall be entitled to draw upon the Letter of Credit pursuant to Section 2 hereof, and (vi) for
14 an Event of Default under subsections 3(h) and/or 3(i) hereof, COUNTY thereupon shall be entitled to
15 immediately draw upon the Letter of Credit, which shall be in the full available amount thereof.

16 If COUNTY draws upon the Letter of Credit, COUNTY shall use the proceeds thereof solely
17 to perform the reclamation of the Property in substantial conformity with the Reclamation Plan with
18 respect to CUP Nos. 3562 and 3564; provided however, any such act by COUNTY shall not obligate
19 COUNTY to continue performance under, or to complete, such Reclamation Plan, beyond the amount
20 of such funds so drawn. Subject to the limitation of COUNTY's obligations in the foregoing sentence,
21 COUNTY may also use a portion of such proceeds for COUNTY's reasonable administrative and
22 overhead costs in connection with such reclamation of the Property pursuant to the Reclamation Plan
23 with respect to CUP Nos. 3562 and 3564. COUNTY shall maintain records, for a period of one (1)
24 year after the final use of any proceeds of the Letter of Credit, documenting the use of the proceeds of
25 the Letter of Credit, and such records shall be made available to APPLICANT, within ten (10)
26 calendar days after written request thereof by APPLICANT.

27 APPLICANT promises, covenants, and warrants that if COUNTY draws upon, or attempts to
28 draw upon, the Letter of Credit, APPLICANT (including any other persons (also including any

1 individuals), firms, or entities acting at the direction of APPLICANT) shall not in any way
2 whatsoever, either directly or indirectly, defeat, interfere with, obstruct, or cause delay to said right of
3 COUNTY to do so, including, but not limited to, demanding or instructing the Financial Institution
4 not to honor or pay on any draw or demand for payment by COUNTY under the terms and conditions
5 of the Letter of Credit, or taking any legal action against COUNTY and/or the Financial Institution to
6 prevent or enjoin COUNTY from drawing upon or obtaining payment under the Letter of Credit,
7 pursuant to the terms and conditions thereof.

8 Nothing in this Section 4 limits COUNTY’s other rights or remedies under the law or in
9 equity.

10 **5. NOTICES.**

11 All notices, consents, approvals, requests, correspondence, documents, reports, demands and other
12 communications (collectively, “notice”) which the Parties are required or desire to serve upon or
13 deliver to one another shall be in writing and shall be given by any of the following methods: (i)
14 personal delivery, in which case notice is effective upon delivery; (ii) certified or registered United
15 States mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if
16 delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges
17 prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is
18 confirmed by the delivery service addressed in the appropriate manner for the method of service, as
19 set forth below:

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COUNTY

APPLICANT

Director of Public Works and Planning
County of Fresno
2220 Tulare Street, Eighth Floor
Fresno, CA 93721

Senior Director, Solar Development
FIFTH STANDARD SOLAR PV, LLC
RWE Renewables Americas
20 California St, Suite 500
San Francisco, CA 94111

Copies of notices to COUNTY shall also be given simultaneously to:

Copies of notices to Applicant shall also be given simultaneously to:

Fresno County Counsel
2220 Tulare Street, Fifth Floor
Fresno, CA 93721

RWE Renewables Americas, LLC
Attn: Legal Department/ 5th Standard
701 Brazos Street, Suite 1400
Austin, Texas 78701

County Administrative Officer
Attn: Public Works and Planning Analyst
County of Fresno
Hall of Records
2281 Tulare Street, Room 304
Fresno, CA 93721

For all claims arising out of or related to this Agreement, nothing in this Section 5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

For any written request that COUNTY makes to the Financial Institution under subsection 2(i)(11) hereof, COUNTY shall give written notice thereof to APPLICANT under this Section 5 within one (1) business thereafter.

APPLICANT shall promptly give notice to COUNTY upon APPLICANT becoming aware of (i) the Financial Institution announcing the anticipated closure or discontinuance, or closing or discontinuance, of any place of presentation in the Letter of Credit for the purpose of COUNTY's drawing under the Letter of Credit, or (ii) any merger or consolidation of the Financial Institution or its successors or assigns referenced in subsection 2(h) hereof.

6. NOTICE OF TRANSFER.

Unless there is an Event of Default, APPLICANT may, without COUNTY's consent, transfer this Agreement, but only in its entirety, to any entity lawfully doing business in the United States, or

1 any individual permanently and lawfully residing in the United States, and in either such case either
2 subject to service of process in California or having an agent for service of process in California,
3 which simultaneously becomes the sole permittee under CUP Nos. 3562 and 3564 (“Transferee”).
4 Notwithstanding the foregoing, but still subject to the foregoing condition that there is not an Event of
5 Default, such transfer shall not be effective unless and until, not later than thirty (30) calendar days
6 after the transfer, APPLICANT shall (i) provide written notice pursuant to Section 5 hereof of the
7 transfer to COUNTY, together with the written contact information for the Transferee’s duly
8 authorized representative for purposes of receiving and giving notices under Section 5 hereof and the
9 Transferee’s agent for service of process in California, (ii) cause Transferee to execute an assignment
10 and assumption agreement, in a form and substance reasonably satisfactory to COUNTY, expressly
11 transferring all of the rights of APPLICANT under this Agreement, and assuming all of the
12 obligations of APPLICANT under this Agreement, and (iii) provide written information reasonably
13 satisfactory to COUNTY that the Transferee is, or shall within a reasonable time become, the sole
14 permittee under CUP Nos. 3562 and 3564. Upon such satisfaction of the above conditions,
15 APPLICANT shall unconditionally release all of its rights under this Agreement, and thereupon be
16 relieved from all of its obligations under this Agreement, except those obligations that, by their
17 express language, survive such an assignment and transfer.

18 In the event that APPLICANT transfers this Agreement as provided in this Section 6,
19 COUNTY shall continue to have the rights under the Letter of Credit accepted and held by COUNTY,
20 unless and until COUNTY accepts, pursuant to this Agreement, a replacement Letter of Credit issued
21 to COUNTY by a new Financial Institution for APPLICANT’s transferee pursuant to this Section 6. If
22 COUNTY accepts such replacement Letter of Credit, which acceptance is subject to this Agreement,
23 COUNTY shall promptly, but not later than ten (10) calendar days thereafter, return the Letter of
24 Credit (in the then-current available amount thereof, less any drawings) being replaced to the
25 Financial Institution.

26 **7. RECORDATION OF EASEMENT.**

27 To enable COUNTY to access the Property for purposes of contemplated by this Agreement,
28 APPLICANT shall cause the owner of the Property to irrevocably grant to COUNTY a non-exclusive

1 easement over, under, on, and across the Property (the “**Easement**”). A true and complete copy of the
2 form of the Easement is attached hereto and incorporated herein by reference as **Exhibit C**. COUNTY
3 shall have the right, upon the parties’ execution of this Agreement, to record the Easement in the
4 official records of COUNTY’s Recorder with respect to the Property.

5 APPLICANT promises, covenants, and warrants to COUNTY that APPLICANT has not, since
6 COUNTY’s Planning Commission’s adoption of County Resolution No. 12853, and at all times
7 thereafter until the termination of this Agreement, shall not record any liens, encumbrances,
8 covenants, conditions, restrictions, reservations, contracts, leases or licenses, easements, or rights of
9 way in the official records of COUNTY’s Recorder with respect to the Property, or otherwise cause or
10 permit any activity, which interferes or will interfere with COUNTY’s rights under the Easement,
11 without COUNTY’s express written consent, which shall not be unreasonably withheld, conditioned
12 or delayed.

13 APPLICANT promises, covenants, and warrants to COUNTY that the Lease between
14 APPLICANT and owner of the property, as referenced in the recitals to the Easement, shall not
15 interfere with COUNTY’s rights under the Easement, without COUNTY’s express written consent,
16 which shall not be unreasonably withheld, conditioned or delayed.

17 **8. SATISFACTION OF RECLAMATION PLAN.**

18 Upon APPLICANT’s reasonable determination that it has satisfied each of the provisions of
19 the Reclamation Plan with respect to CUP Nos. 3562 and 3564, APPLICANT shall submit written
20 notice to COUNTY pursuant to Section 5 hereof of such determination, which notice shall set forth
21 the specific reasons and be accompanied by supporting written information, and shall be prominently
22 entitled “Satisfaction Notice under Reclamation Agreement” (“**Satisfaction Notice**”).

23 COUNTY shall have sixty (60) calendar days to determine, in its sole discretion, whether
24 APPLICANT has failed to satisfy any of the provisions of the Reclamation Plan with respect to CUP
25 Nos. 3562 and 3564. COUNTY shall provide written notice to APPLICANT pursuant to Section 5
26 hereof of COUNTY’s determination that COUNTY either accepts the Satisfaction Notice, in which
27 case COUNTY’s notice shall be prominently entitled either “Notice of Acceptance under the
28 Reclamation Agreement” (“**Notice of Acceptance of Satisfaction**”), or that COUNTY is dissatisfied

1 with the Satisfaction Notice, in which case COUNTY's notice shall identify what provisions of the
2 Reclamation Plan with respect to CUP Nos. 3562 and 3564 remain unsatisfied, and may, in
3 COUNTY's discretion be accompanied by supporting written information, if any, for the reasons for
4 the notice, and such notice shall be prominently entitled "Notice of Dissatisfaction Under Reclamation
5 Agreement" ("Notice of Dissatisfaction"), as applicable.

6 Within sixty (60) calendar days of receipt of a Notice of Dissatisfaction, APPLICANT shall
7 satisfy those provisions of the Reclamation Plan with respect to CUP Nos. 3562 and 3564 identified in
8 the Notice of Dissatisfaction, except in those instances where such compliance shall take longer than
9 sixty (60) calendar days, APPLICANT shall have such time as is reasonably necessary as long as
10 APPLICANT has begun such compliance and diligently continues to pursue such compliance to
11 completion, provided however, all such compliance actions shall be finalized within one hundred and
12 eighty (180) calendar days of APPLICANT's receipt of the first Notice of Dissatisfaction.
13 APPLICANT shall provide COUNTY written notice pursuant to Section 5 hereof upon completion of
14 the actions set forth in the Notice of Dissatisfaction. APPLICANT's completion of the actions set
15 forth in the Notice of Satisfaction shall, upon COUNTY's determination thereof, it is sole discretion,
16 within forty (45) calendar days thereof, and written notice thereof, which shall be given to
17 APPLICANT pursuant to Section 5 hereof within fifteen (15) calendar days after such determination,
18 be deemed APPLICANT's satisfaction of its obligations under the Reclamation Plan with respect to
19 CUP Nos. 3562 and 3564 and this Agreement.

20 Within ten (10) calendar days after either such notice of satisfaction being given by COUNTY
21 to APPLICANT, COUNTY shall return the then-current Letter of Credit (in the then-current available
22 amount thereof, less any drawings) to the Financial Institution, and upon the delivery thereof, this
23 Agreement thereupon shall terminate and the rights and obligations herein shall be of no further force
24 or effect.

25 **9. GOVERNING LAW; VENUE.**

26 The rights and obligations of the Parties and all interpretation and performance of this
27 Agreement shall be governed in all respects by the laws of the State of California.

28

1 Venue for any action arising out of or related to this Agreement shall only be in Fresno
2 County, California.

3 **10. CONSTRUCTION OF AGREEMENT.**

4 The Parties hereby acknowledge that they and their respective counsel have cooperated in the
5 drafting and preparation of this Agreement, for which reason this Agreement shall not be construed
6 against any Party as the drafter hereof.

7 **11. SEVERABILITY.**

8 If any provision of this Agreement is determined to be illegal, invalid, void, or unenforceable
9 in a final judgment by a court of competent jurisdiction, each and every other provision hereof shall
10 remain in full force and effect.

11 **12. HEADINGS.**

12 The headings contained in this Agreement are for reference purposes only and shall not affect
13 in any way the meaning or interpretation of this Agreement.

14 **13. THIRD-PARTY BENEFICIARIES.**

15 Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that
16 no person (including any individual), firm, corporation, or entity, other than the Parties, shall be
17 deemed an intended third-party beneficiary of this Agreement.

18 **14. INDEPENDENT CAPACITY.**

19 The Parties agree that APPLICANT, its agents, officers, and employees act in an independent
20 capacity from COUNTY, and not as agents of COUNTY.

21 **15. LEGAL AUTHORITY.**

22 Each Party represents and warrants to the other Party that such Party is duly authorized and
23 empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the
24 individual and/or entity signing this Agreement on behalf of such Party has been duly authorized to
25 execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's
26 behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party
27 further represents and warrants to the other Party that no other person (including any individual) or
28 entity is required to give its approval or consent to this Agreement in order for such Party to authorize,

1 enter into, and perform its obligations under this Agreement, or that if such approval or consent to this
2 Agreement is required, that such approval or consent has been obtained.

3 **16. APPLICANT'S AGENT FOR SERVICE OF PROCESS.**

4 APPLICANT represents to COUNTY that APPLICANT's agent for service of process in
5 California, and that such agent's address for receiving such service of process in California, which
6 information APPLICANT shall maintain with the office of the California Secretary of State, is as
7 follows:

8 C T Corporation System
9 330 N Brand Blvd.
10 Glendale, CA 91203

11 APPLICANT further represents to COUNTY that if APPLICANT changes its agent for
12 service of process in California, or APPLICANT's agent for service of process in California changes
13 its address for receiving such service of process in California, which changed information
14 APPLICANT shall maintain with the office of the California Secretary of State, APPLICANT shall
15 give COUNTY written notice thereof within five (5) calendar days thereof pursuant to Section 5
16 hereof.

17 **17. COUNTERPARTS.**

18 This Agreement may be executed in one or more original counterparts, all of which together
19 will constitute one and the same agreement.

20 **18. MODIFICATION.**

21 Any matters of this Agreement may be modified from time to time by the written consent of all
22 the Parties without, in any way, affecting the remainder.

23 **19. ENTIRE AGREEMENT.**

24 This Agreement constitutes the entire agreement between APPLICANT and COUNTY with
25 respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals,
26 commitments, writings, advertisements, publications, and understanding of any nature whatsoever
27 unless expressly included in this Agreement. In the event of any inconsistency in interpreting the
28 documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence
in the following order of priority: (1) first, the text of this Agreement (excluding Schedule A, Exhibit

1 A, Exhibit B, and Exhibit C); (2) second, Schedule A; (3) third, Exhibit A; (4) fourth, Exhibit B; and
2 (5) fifth, Exhibit C.

3 **20. ELECTRONIC SIGNATURES.**

4 The Parties agree that this Agreement may be executed by electronic signature as provided in
5 this Section 20.

6 (a) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (i) a digital signature;
8 (ii) a faxed version of an original handwritten signature; or (iii) an electronically scanned and
9 transmitted (for example by PDF document) of a handwritten signature.

10 (b) Each electronic signature affixed or attached to this Agreement (i) is deemed
11 equivalent to a valid original handwritten signature of the person signing this Agreement for all
12 purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding,
13 and (ii) has the same force and effect as the valid original handwritten signature of that person.

14 (c) The provisions of this Section 20 satisfy the requirements of Civil Code section
15 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
16 Title 2.5, beginning with section 1633.1).

17 (d) Each Party using a digital signature represents that it has undertaken and satisfied the
18 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and
19 agrees that each other Party may rely upon that representation.


20 (e) This Agreement is not conditioned upon the Parties conducting the transactions under
21 it by electronic means and either Party may sign this Agreement with an original handwritten
22 signature.

23 (Signature page is next page.)
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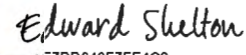
1 IN WITNESS WHEREOF, APPLICANT and COUNTY hereby execute this Agreement as of
2 the date first written above.

3 COUNTY OF FRESNO

FIFTH STANDARD SOLAR PV,
LLC, a Delaware limited liability
company

4
5 By: 
6 Brian Pacheco, Chairman of the Board
of Supervisors of the County of Fresno

By: RWE Investco EPC Mgmt, LLC, a
Delaware limited liability company
Its Manager

DocuSigned by:

2E7DD840F7FE4C9

7
8 **ATTEST:**
9 Bernice E. Seidel,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Edward Shelton, Vice President

10
11 By: 
12 Deputy

14 **For accounting use only:**

- 15 Org:
- 16 Account:
- 17 Fund:
- 18 Subclass:
- 19 Program:

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SCHEDULE A

Schedule of Required Minimum Annual Amounts

[See Attached]

Schedule of Required Minimum Annual Amounts
Schedule A

Year No.	Annual Period	Required Minimum Annual Amount
1	Febraury 23, 2022 - February 22, 2023	\$6,368,598.50
2	Febraury 23, 2023 - February 22, 2024	\$6,559,656.46
3	Febraury 23, 2024 - February 22, 2025	\$6,756,446.15
4	Febraury 23, 2025 - February 22, 2026	\$6,959,139.53
5	Febraury 23, 2026 - February 22, 2027	\$7,167,913.72
6	Febraury 23, 2027 - February 22, 2028	\$7,382,951.13
7	Febraury 23, 2028 - February 22, 2029	\$7,604,439.66
8	Febraury 23, 2029 - February 22, 2030	\$7,832,572.85
9	Febraury 23, 2030 - February 22, 2031	\$8,067,550.04
10	Febraury 23, 2031 - February 22, 2032	\$8,309,576.54
11	Febraury 23, 2032 - February 22, 2033	\$8,558,863.84
12	Febraury 23, 2033 - February 22, 2034	\$8,815,629.75
13	Febraury 23, 2034 - February 22, 2035	\$9,080,098.65
14	Febraury 23, 2035 - February 22, 2036	\$9,352,501.60
15	Febraury 23, 2036 - February 22, 2037	\$9,633,076.65
16	Febraury 23, 2037 - February 22, 2038	\$9,922,068.95
17	Febraury 23, 2038 - February 22, 2039	\$10,219,731.02
18	Febraury 23, 2039 - February 22, 2040	\$10,526,322.95
19	Febraury 23, 2040 - February 22, 2041	\$10,842,112.64
20	Febraury 23, 2041 - February 22, 2042	\$11,167,376.02
21	Febraury 23, 2042 - February 22, 2043	\$11,502,397.30
22	Febraury 23, 2043 - February 22, 2044	\$11,847,469.22
23	Febraury 23, 2044 - February 22, 2045	\$12,202,893.30
24	Febraury 23, 2045 - February 22, 2046	\$12,568,980.09
25	Febraury 23, 2046 - February 22, 2047	\$12,946,049.50
26	Febraury 23, 2047 - February 22, 2048	\$13,334,430.98
27	Febraury 23, 2048 - February 22, 2049	\$13,734,463.91
28	Febraury 23, 2049 - February 22, 2050	\$14,146,497.83
29	Febraury 23, 2050 - February 22, 2051	\$14,570,892.76
30	Febraury 23, 2051 - February 22, 2052	\$15,008,019.55
31	Febraury 23, 2052 - February 22, 2053	\$15,458,260.13
32	Febraury 23, 2053 - February 22, 2054	\$15,922,007.94
33	Febraury 23, 2054 - February 22, 2055	\$16,399,668.18
34	Febraury 23, 2055 - February 22, 2056	\$16,891,658.22
35	Febraury 23, 2056 - February 22, 2057	\$17,398,407.97

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EXHIBIT A
Reclamation Plan
[See Attached]



RECLAMATION PLAN

FIFTH STANDARD SOLAR PROJECT COMPLEX
FRESNO COUNTY, CALIFORNIA



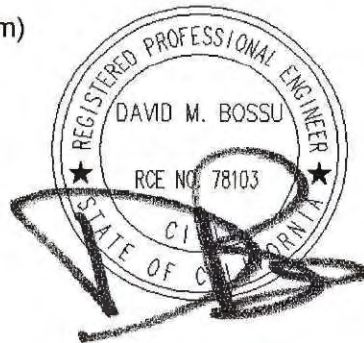
Prepared for:

Fifth Standard Solar PV, LLC
an affiliate of RWE Solar Development, LLC
20 California Street, Suite 500
San Francisco, CA 94111
Contact: Matt Stucky (matt.stucky@rwe.com)

Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
1100 W Town and Country Rd, Suite 700
Orange, CA 92868
Contact: David Bossu, P.E.



Prepared on: August 18, 2021

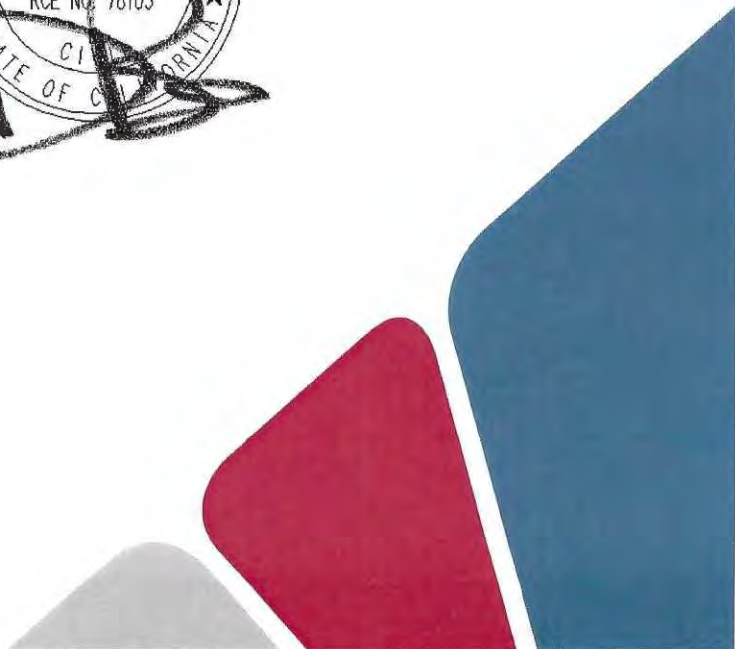


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FIFTH STANDARD SOLAR PROJECT COMPLEX

Reclamation Plan

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RECLAMATION PLAN

In 2011, Fresno County approved specific requirements for site reclamation following development and decommissioning of solar facilities. In order to comply with these requirements, Kimley-Horn and Associates, Inc. and Fifth Standard Solar PV, LLC, a Delaware limited liability company (the “Applicant,” being an affiliate of RWE Solar Development, LLC, successor in interest to EC&R Solar Development, LLC), have prepared this Reclamation Plan to support the Fifth Standard Solar Project Complex (the “Project”) in obtaining Construction Permits. This plan provides the information required under Fresno County’s Reclamation Plan guidance, including details of site use, ownership of the property, the reclamation process and timeline, and an engineering cost estimate.

1.0 CURRENT SITE USE

Description of present use of site

The Project site will be approximately 1,280 acres of land and includes the Fifth Standard Solar Facility, a 150 MW solar photovoltaic (PV) energy generation facility, and the Blackbriar Battery Storage Facility, a 137 MW battery storage facility that would utilize five acres of the Project site. The Project is located 1.5 miles south of Huron, California, in an unincorporated area of Fresno County. Lassen Avenue (California State Route 269) borders the eastern side of the site and is the only paved road in the immediate vicinity of the site. Trinity Avenue, Tractor Avenue, and Phelps Avenue intersect the site, but are not improved roads. Other nearby communities include Avenal (10 miles south), Ora (11 miles west), Kettleman City (12 miles southeast), and Coalinga (13 miles west).

Surrounding land uses include farmland, the Pacific Gas and Electric Company’s (PG&E’s) Gates Substation and two nearby solar generating facilities (Gates Solar and West Gates Solar). The Gates Substation is located 0.4 mile southwest of the Project site. The existing West Gates Solar facility is adjacent to the Gates Substation, 0.5 mile southeast of the site. The Gates Solar facility is located to the north and immediately adjacent to the Project site. Interstate 5 (I-5) is located approximately 2 miles west of the site. The Pleasant Valley Ecological Reserve is located across I-5, 6 miles west of the site (CDFW, 2016). New Coalinga Municipal Airport is located approximately 9 miles to the west of the site.

The Project site is located in an area of predominantly agricultural land. It is zoned AE20 and is designated “Exclusive Agricultural” under the Fresno County General Plan. Land use within the Project site currently consists of actively farmed row crops, including tomatoes and wheat. Irrigation lines and access roads are also present on the Project site. Several power lines border and cross the site, including high-voltage transmission lines. There are six existing wells on the site, four of which are active.

2.0 PROPOSED USE OF THE SITE

Describe the proposed alternate use of the land (all equipment to be installed above ground and underground, structures, fencing etc.)

The Applicant is proposing to construct, operate, maintain, and ultimately to decommission the Project on an approximately 1,271-acre site in unincorporated Fresno County. The Project site is located 2 miles east of I-5, 1.5 miles south of Huron, and approximately 13 miles east of Coalinga.

There is a proposed onsite substation, where power generated/stored at the facility shall be increased in voltage to match that of the point of interconnection at the adjacent Gates Substation. Fifth Standard and Blackbriar will share a single generation inter-tie (“gen-tie”) line which shall connect the Project substation to the Gates Substation. The gen-tie line will require approximately 0.3 mile of 230-kV, single-circuit overhead electric transmission line to connect the Project site to the Gates Substation.

Major components of the Project include solar PV panels mounted on a single-axis tracker system, inverters, an onsite substation, an underground collection system, and an overhead transmission line.

Major components of the energy storage facility include battery containers, inverters, transformers, switchgear, fencing, concrete foundations and an underground collection system.

3.0 DURATION OF THE PROPOSED USE

Duration of the alternate use of the property (specify termination date)

The Project is expected to have a lifespan of 35 years. At that time, the facilities would be decommissioned and dismantled and the site restored to an agricultural use-ready condition in accordance with all applicable codes and regulations.

Assuming that the Project is operational in late 2022, the anticipated termination date would be in late 2057, with decommissioning activities taking place in 2058.

4.0 CURRENT AND FUTURE OWNERSHIP

Address ownership of the property (lease or sale)

The Applicant has finalized lease negotiations with the current landowners (see **Table 1**) and has site control for a period up to 35 years.

**TABLE 1
SITE OWNERSHIP**

Parcel #	Williamson Act Contracts Number	Ownership
075-060-15S	AP 365	G3 Farming Trust
075-060-52S	AP 367	Woolf Properties
075-070-01S	AP 2227	G3 Farming Trust
075-070-32S	AP 2227	Woolf Family Trust No. 1
075-070-34S	AP 2227	Woolf Family Trust No. 1
075-070-35S	AP 2799	Woolf Family Trust No. 1
075-070-33S	AP 2799	Woolf Family Trust No. 1

SOURCE: Fresno County, 2016.

5.0 RECLAMATION ACTIVITIES

Describe how the subject property will be reclaimed to its previous agricultural condition, specifically:

A) Timeline for completion of reclamation after solar facility has termed

The Project has an expected lifetime of 35 years, after which time it would be decommissioned and the site restored to a condition suitable for agricultural use. The reclamation process will include the disassembly and removal, or demolition (if applicable), of all above- and below-ground infrastructure, including: solar PV panels mounted on a single axis-tracking system, battery containers, inverters, transformers, substation equipment, operation and maintenance container, switchgear, control building container, fencing, concrete foundations, underground collection system, and an overhead transmission line. The reclamation activities will be conducted following expiration of all power purchase agreements. Decommissioning will take 12 months.

B) Handling of any hazardous chemicals/materials to be removed

During decommissioning, all electrical equipment will be disassembled and removed for re-use or recycling. During Project operation and maintenance, no hazardous materials are anticipated to be necessary to be handled, stored, transported, used, or disposed of on the Project site. Therefore, the handling and removal of hazardous chemicals/materials will not be a significant component of the reclamation process. Any hazardous chemicals that are brought onto the Project site will be handled in compliance with all regulations and standards. All necessary documentation (such as a Hazardous Materials Business Plan, Risk Management Plan, or Spill Prevention Control and Countermeasures Plan, if required) will be completed and submitted to the County in the required timeframe and maintained at the facility site in accordance with applicable rules and regulations.

C) Removal of all equipment, structures, buildings and improvements at and above grade,

Decommissioning includes removal of above-ground and below-ground structures; and site reclamation, including restoration of topsoil, revegetation, and seeding to reduce erosion. Temporary erosion and sedimentation control Best Management Practices (BMPs) would be implemented during the decommissioning phase of the Project. Decommissioning activities would consist of:

- Disconnecting the facility from the utility power grid;
- Dismantling and removal of all above ground equipment and structures including: solar PV panels mounted on single-axis tracker system, inverters, transformers, operation and maintenance container, substation, and overhead transmission line, Removal of switchgear, including: disconnecting switches, circuit breakers, battery containers, switchgear;
- Removal of fence posts and fencing;
- Removal of roads (both graveled and compacted earth, including the aggregate base);
- Break-up and removal of concrete pads and foundations; and
- Decompact compacted service areas and return to agricultural use-ready conditions. It is not anticipated that grading would be required;
- Cleaning and removal of all debris onsite to restore site to pre-developed conditions.

At the end of the Project life, the PV panels should be evaluated to determine their value in a secondary market. If not resold or repurposed, they should be recycled. The battery containers would be evaluated to determine their value in a secondary market. If not resold or repurposed, they would be recycled. The majority of the remaining Project components should be recycled. Equipment, such as drive controllers, inverters, transformers, and switchgear, can be either re-used or their components recycled. Poured concrete pads should be removed and recycled or reused as clean fill.

D) Removal of any below grade foundations

The Project may require limited construction of below-grade foundations to provide support for battery containers. Assuming a subsequent allowable and desirable use for the foundations is not identified, all below-grade concrete foundations will be demolished, unearthed and removed from the facility site. Appropriate civil construction work (such as back-filling) will follow the extraction of the below-grade concrete foundations in order to achieve reclamation of the land for agricultural use.

E) Removal of any below grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company

The Project will require installation of numerous underground electrical cables and associated infrastructure needed for facility operation. Depending on final design, these underground cables will be installed in either PVC or rigid steel conduits and/or direct-bury as allowed by code. The reclamation process shall include the removal of all underground

conduits and cables, with each material to be sorted and routed for recycling as appropriate. Once cables and conduits are removed all exposed trenches will be back-filled.

F) Detail any grading necessary to return the site to original grade

The Project site is generally level and will not require grading prior to construction, and therefore will require limited or no grading following decommissioning.

G) Types of crops to be planted

Following decommissioning, the Project site shall be returned to a condition suitable for agricultural use. During the decades of use as a solar facility, the soil should not be regularly tilled or irrigated. The rows between the panels will likely become compacted. After removing the equipment, decompaction of soils shall occur through deep ripping. The ripping depth should be dependent upon the compaction depth. Soil moisture shall be adjusted as necessary to achieve best results during the ripping operation. Special attention should be given to the areas between the panels, compacted earth areas, and the gravel access roads.

A cover crop, such as a grain/vetch mix, should then be grown for at least one season. Vetch is a nitrogen-fixing crop that helps return this key nutrient to site soils. The grain should generate a good volume of organic matter, and tilling the grain stubble into the soil should help elevate organic matter content in the soil. Beyond the first year's cover crop, the type of crops planted will be at the discretion of the landowner and depend on factors such as the availability of water for irrigation and general conditions in the agricultural sector at the time. Any irrigation water shall be obtained from either onsite wells or an external source.

H) Irrigation system details to be used (existing well, pumps, etc. should remain throughout the solar facility use

There are six existing wells within the Fifth Standard Solar Complex, four of which are active and adequate for use during construction of the Project. Water necessary for operation and maintenance of the Project will be minimal and is expected to be supplied from groundwater, although other sources may be used. Existing wells and associated agriculture-related irrigation infrastructure will be left in situ for the life of the Project.

6.0 SITE PLAN

Site plan drawings are attached (see Appendix A).

7.0 DECOMMISSIONING COST ESTIMATE

An engineering cost estimate of reclaiming the site to its previous agricultural condition shall be submitted for review and approval

Estimated costs associated with returning the Project site to a condition suitable for agricultural use are provided below in Table 2.

**TABLE 2
FIFTH STANDARD SOLAR PROJECT COMPLEX DECOMMISSIONING COST ESTIMATE^{1,2}**

1	DEMOLITION	QUANTITY	UNITS	PRICE	COST
1.01	Fence Removal (includes gate removal)	36,810	LF	\$5.00	\$184,050.00
1.02	Access Road Removal	1,500,000	SF	\$0.13	\$195,000.00
1.03	Remove PV Panels and Racking System (including cable, racking component and steel piles)	500,000	EA	\$5.00	\$2,500,000.00
1.04	Remove Skids (includes inverter removal, transformer removal, and foundation removal)	69	EA	\$1,150.00	\$79,350.00
1.05	Underground Collector Removal (AC and DC) and Backfill	2,000,000	LF	\$0.15	\$300,000.00
1.06	Operation and Maintenance Container Removal (includes foundation removal)	1	EA	\$5,000.00	\$5,000.00
1.07	Substation Removal (includes overhead transmission line, power transformer, circuit switcher, circuit breaker, voltage and distribution xfms, disconnect switches, group operated switches, connectors, fittings, and fasteners)	1	EA	\$136,000.00	\$136,000.00
1.08	Remove Pad Mounted Switchgear (located within switchyard)	1	EA	\$6,000.00	\$6,000.00
1.09	Battery Module Removal	39,600	EA	\$5.00	\$198,000.00
1.10	Battery Container Removal (includes foundation removal)	110	EA	\$5,000.00	\$550,000.00
1.11	Inverter Removal (includes foundation removal)	110	EA	\$1,150.00	\$126,500.00
1.12	Transformer Removal (includes foundation removal)	110	EA	\$8,000.00	\$880,000.00
1.13	Switch Gear Removal (includes 1 medium voltage switch gear, 1 plant control and LV switchgear and associated foundation removal)	2	EA	\$6,000.00	\$12,000.00
1.14	Battery Underground Collector Removal (AC and DC) and Backfill	11,800	LF	\$0.15	\$1,770.00
1.15	Transportation (this assumes 50-mile round trip) ³	1	LS	\$120,000.00	\$120,000.00
1.16	Site Restoration and Seeding (includes decompacting and blending compacted soils and applying grain/vetch mix across the site)	1,405	AC	\$353.00	\$495,965.00
TOTAL					\$5,789,635.00
10% CONTINGENCY					\$578,963.50
GRAND TOTAL					\$ 6,368,598.50⁴

¹ This Engineer's Opinion of Probable Construction Cost is based upon the Site Plan prepared by others and dated 08/15/16. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

² Disposal fees and labor costs are reflected in all the above prices. All prices were confirmed with a local contracting company and are reflected in 2018 US dollars.

³ This assumes that approximately 320 trips of a 50,000 lb capacity demolition roll-off truck will travel 50 miles' round trip to a nearby recycling and disposal facilities.

⁴ It is understood that for the purpose of the county, salvage costs are not included. However, for estimating purposes it is anticipated that the Fifth Standard Solar Project will yield approximately \$900,436 in salvage.

8.0 FINANCIAL ASSURANCES

Financial assurances equal to the cost of reclaiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances shall be made to the County of Fresno and may take the form of cash, letter of credit, or bond that complies with Section 66499 of the California Government Code et. seq.

The Applicant will provide necessary financial assurances upon completion of final site plans and updating of the reclamation plan's engineering cost estimate. Posting of the assurances is anticipated prior to construction, and will be provided as either a letter of credit or a bond that complies with Section 66499 of the California Government Code.

9.0 OWNER NOTIFICATION

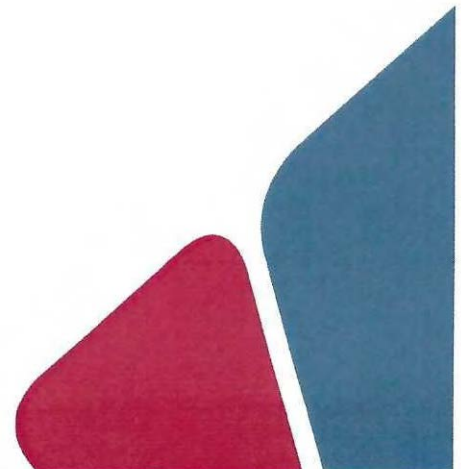
Evidence that all owners of record have been notified of the proposed reclamation plan

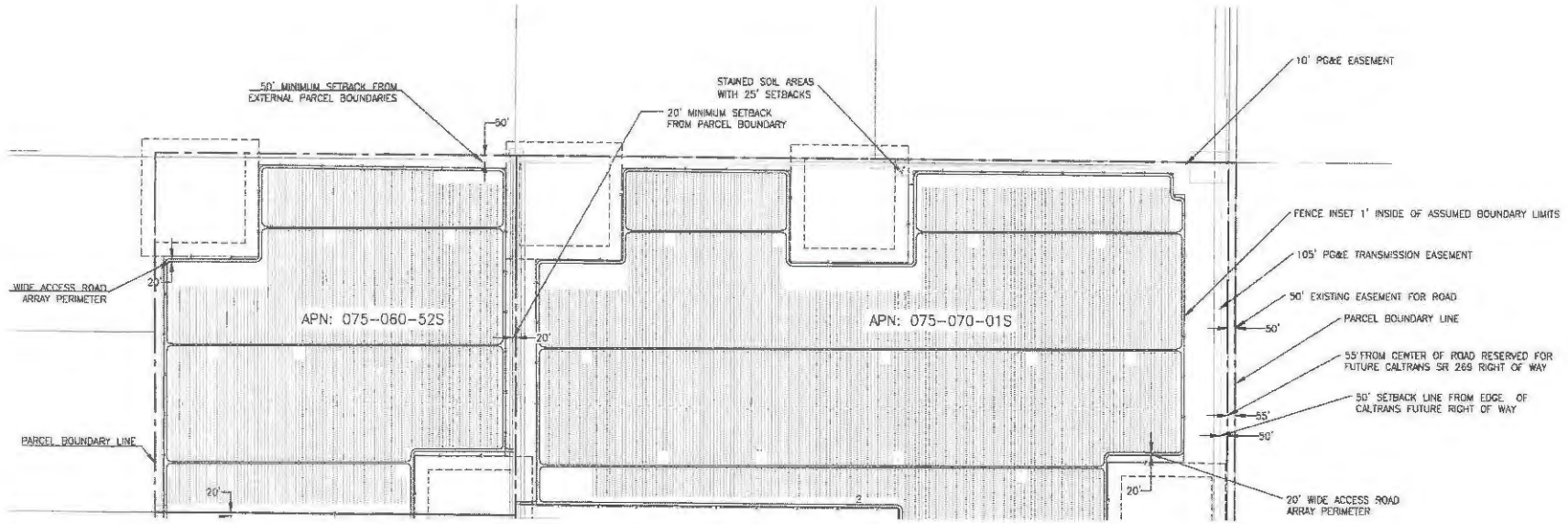
Please see Appendix B for details of owner notification.



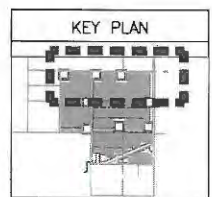
APPENDIX A

Site Plan



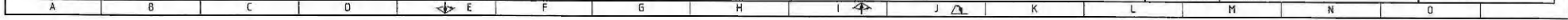


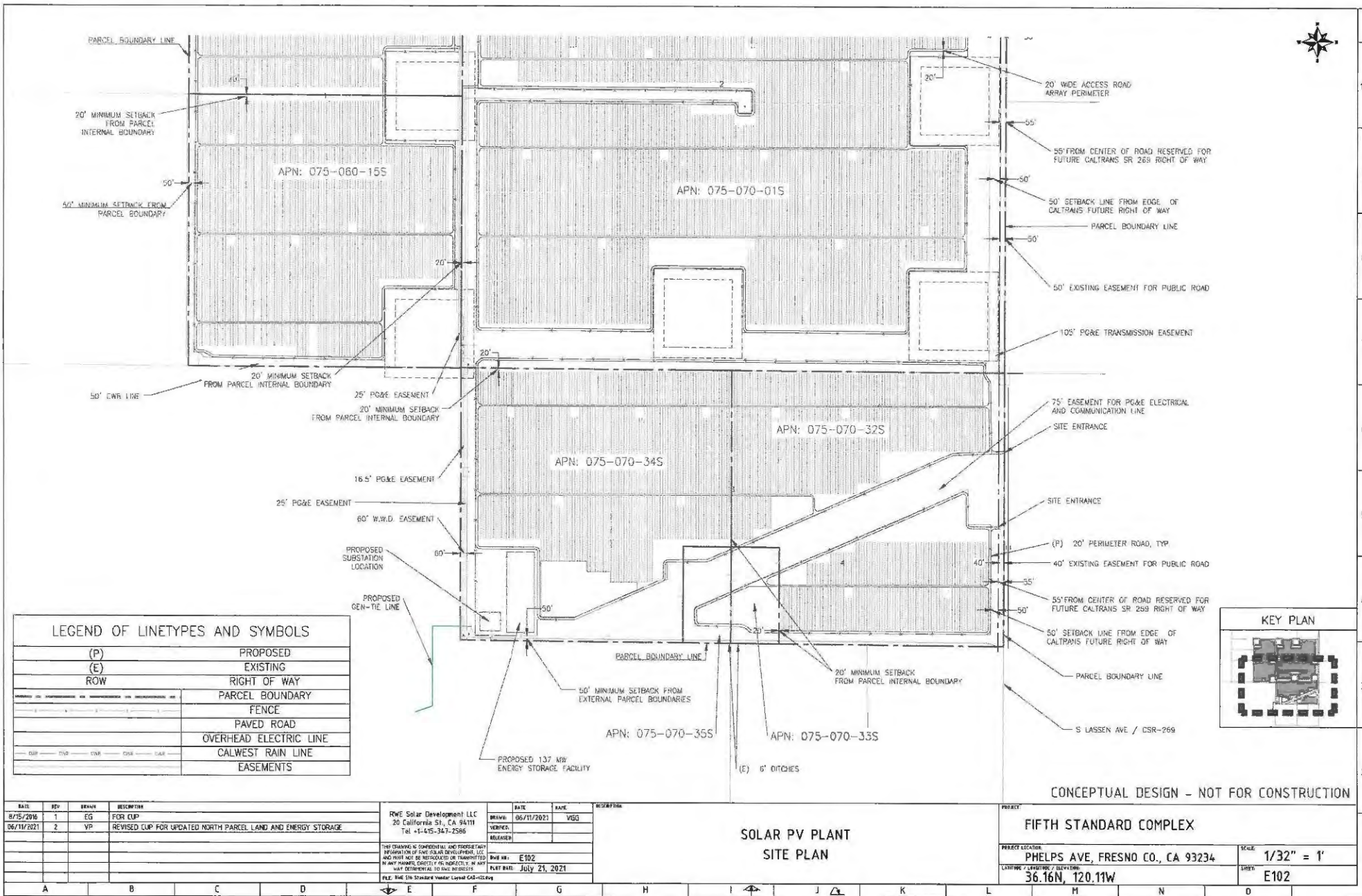
LEGEND OF LINETYPES AND SYMBOLS	
(P)	PROPOSED
(E)	EXISTING
ROW	RIGHT OF WAY
	PARCEL BOUNDARY
	FENCE
	PAVED ROAD
	OVERHEAD ELECTRIC LINE
	CALWEST RAIN LINE
	EASEMENTS



CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

<table border="1"> <thead> <tr> <th>DATE</th> <th>REV</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>8/15/2016</td> <td>1</td> <td>EG</td> <td>FOR CLIP</td> </tr> <tr> <td>05/11/2021</td> <td>2</td> <td>VP</td> <td>REVISED CLIP FOR UPDATED NORTH PARCEL LAND AND ENERGY STORAGE</td> </tr> </tbody> </table>	DATE	REV	BY	DESCRIPTION	8/15/2016	1	EG	FOR CLIP	05/11/2021	2	VP	REVISED CLIP FOR UPDATED NORTH PARCEL LAND AND ENERGY STORAGE	RWE Solar Development LLC 20 California St., CA 94111 Tel +1-415-347-2586	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>06/11/2021</td> <td>VGG</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	DATE	BY	DESCRIPTION	06/11/2021	VGG					<p style="text-align: center;">SOLAR PV PLANT SITE PLAN</p>	<table border="1"> <tr> <td colspan="2">PROJECT:</td> </tr> <tr> <td colspan="2" style="text-align: center;">FIFTH STANDARD COMPLEX</td> </tr> <tr> <td>PROJECT LOCATION:</td> <td>SCALE: 1/32" = 1'</td> </tr> <tr> <td>LOCATION / LENGTH / ELEVATION:</td> <td>SHEET: E101</td> </tr> <tr> <td colspan="2" style="text-align: center;">36.16N, 120.11W</td> </tr> </table>	PROJECT:		FIFTH STANDARD COMPLEX		PROJECT LOCATION:	SCALE: 1/32" = 1'	LOCATION / LENGTH / ELEVATION:	SHEET: E101	36.16N, 120.11W	
DATE	REV	BY	DESCRIPTION																																
8/15/2016	1	EG	FOR CLIP																																
05/11/2021	2	VP	REVISED CLIP FOR UPDATED NORTH PARCEL LAND AND ENERGY STORAGE																																
DATE	BY	DESCRIPTION																																	
06/11/2021	VGG																																		
PROJECT:																																			
FIFTH STANDARD COMPLEX																																			
PROJECT LOCATION:	SCALE: 1/32" = 1'																																		
LOCATION / LENGTH / ELEVATION:	SHEET: E101																																		
36.16N, 120.11W																																			
<p style="font-size: small;">THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY TO RWE SOLAR DEVELOPMENT, LLC AND MUST NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RWE SOLAR DEVELOPMENT, LLC.</p>		SHEET NO: E101 PLOT DATE: July 21, 2021 FILE: FIVE 5th Standard Under Layout CAD-022.dwg																																	





LEGEND OF LINETYPES AND SYMBOLS	
(P)	PROPOSED
(E)	EXISTING
ROW	RIGHT OF WAY
---	PARCEL BOUNDARY
---	FENCE
---	PAVED ROAD
---	OVERHEAD ELECTRIC LINE
---	CALWEST RAIN LINE
---	EASEMENTS

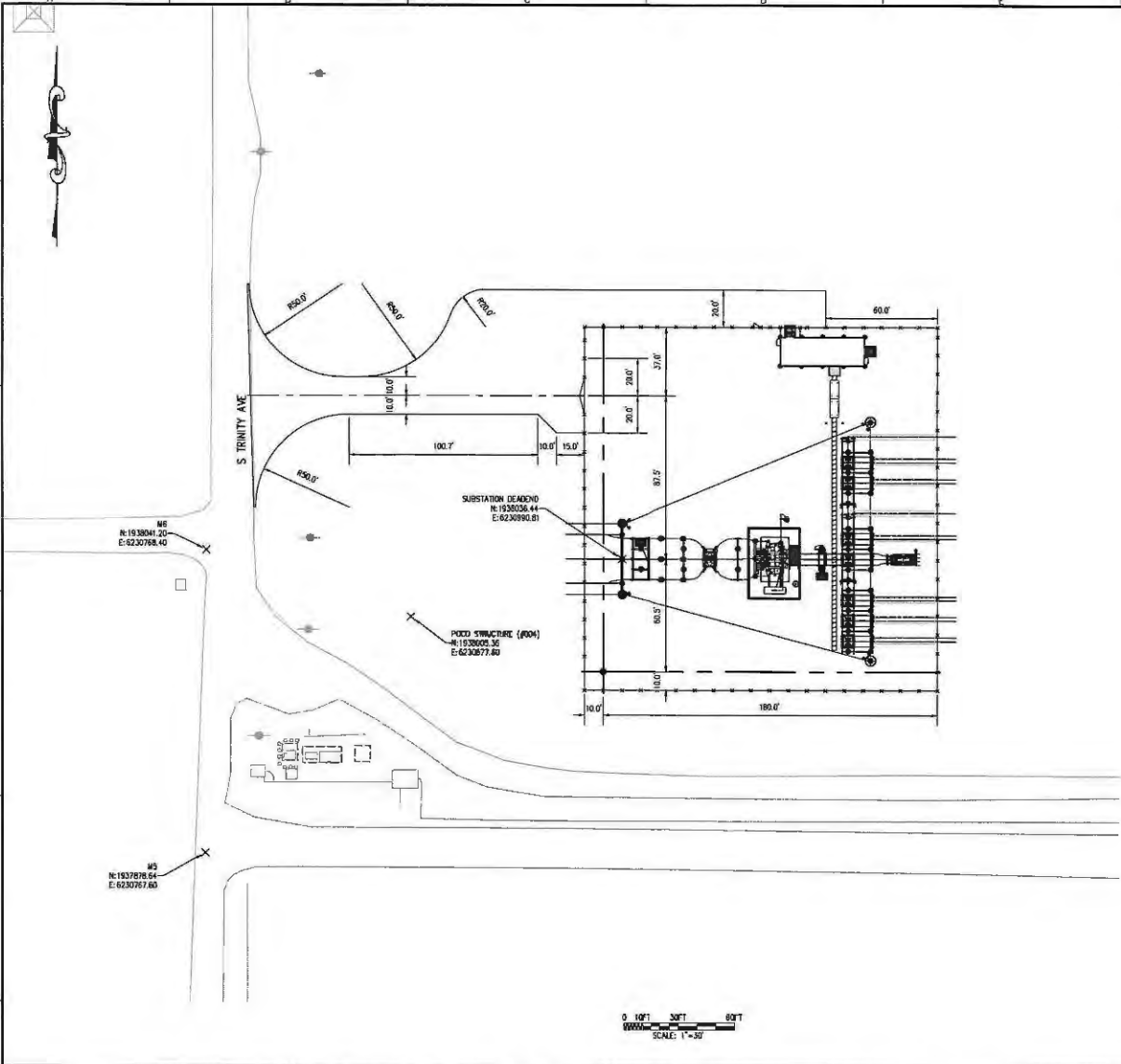
DATE	REV	BY	DESCRIPTION
8/15/2016	1	EG	FOR CUP
06/11/2021	2	VP	REVISED CUP FOR UPDATED NORTH PARCEL LAND AND ENERGY STORAGE

RWE Solar Development LLC
 20 California St., CA 94111
 Tel: +1-415-347-2586
 THIS DRAWING IS CONFIDENTIAL AND PROPRIETARY INFORMATION OF RWE SOLAR DEVELOPMENT, LLC AND MUST NOT BE REPRODUCED OR TRANSMITTED IN ANY MANNER, DIRECTLY OR INDIRECTLY, IN ANY MANNER OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF RWE SOLAR DEVELOPMENT, LLC.
 FILE: 075-070-35S-010.dwg

DATE	DATE	DESCRIPTION
06/11/2021	VSG	VERIFIED
		RELEASED
		DATE: E102
		PLANT DATE: July 21, 2021

SOLAR PV PLANT
SITE PLAN

PROJECT	
FIFTH STANDARD COMPLEX	
PROJECT LOCATION: PHELPS AVE, FRESNO CO., CA 93234	SCALE: 1/32" = 1'
CADDING / SURVEYING / DESIGNING: 36.16N, 120.11W	SHEET: E102



Point #	Easting	Northing	Description
1	6230877.80	1938025.36	7004 Structure
2	6230990.81	1938035.44	SUBSTATION DEADEND
3	6230787.80	1937878.64	MS
4	6230788.40	1938041.20	MS

MONUMENT NOTES

- MS: PD, 1" W/ DISC "L53271", DOWN 9", BENT HEVLY, NO RECORD, ACCEPTED FOR W 1/4 CORNER SECTION 34, T20S, R17E
- MS: PD, 1/2" W/ DISC "L54E23", DOWN 10", ACCEPTED FOR PROPERTY CORNER PER (MS) AND POINT ON WLY LINE OF SECTION 34



VICINITY MAP

LEGEND	
	NORTHING/EASTING LOCATION POINT (SEE POINT TABLE)
	PROPERTY BOUNDARY
	CHAINLINK FENCE
	PROPOSED SUBSTATION BASELINE

- NOTES**
- FOR GENERAL NOTES SEE SHEET P002-2
 - COORDINATES ARE NAD83 CALIFORNIA STATE PLANE, ZONE IV, US FOOT.
 - SITE ADDRESS: 3990S LASSEN AVE., HIRSON CA. 93234

PRELIMINARY

FILE LOCATION: C:\QML 3D PROJECTS\EPSC\EPSC-530 BLATTNER FIFTH SOLAR\FIFTH STANDARD C302019 2021-07-16.DWG LAST SAVED BY: djohnson 7/16/2021 4:34 PM PLOTTED BY: David L. Johnson 7/16/2021 4:34 PM Tab: Site Dim Plan

ECI ELECTRICAL CONSULTANTS, INC.
Engineering with Distinction™
 BILLYEIGH, CALIFORNIA

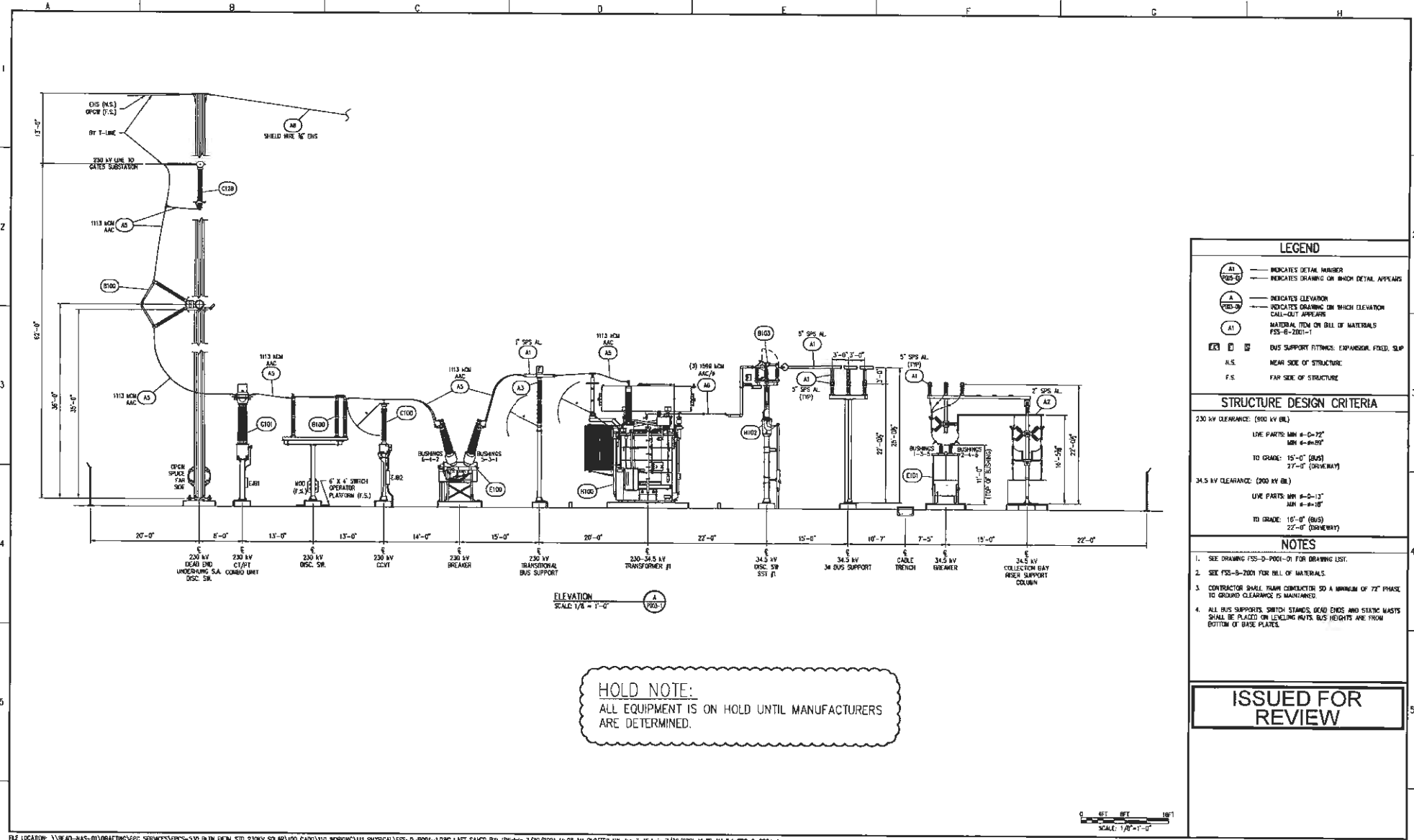
BLATTNER ENERGY

NO.	REVISION	DATE	BY	APP.
01	PRELIMINARY	07/16/21	DLJ	WFF

ENGINEERING RECORD	DATE
DRAWN: J. JOHNSON	07/16/21
DESIGNED: W. FOSTER	07/16/21
CHECKED:	
APPROVED:	

FIFTH STANDARD SOLAR PROJECT
34.5-230 kV SUBSTATION
SITE DIMENSION PLAN

DWG. NAME: FSS-D-P002-1
 SCALE: 1"=30'
 REVISION NO.: 04



LEGEND

- (A1) — INDICATES DETAIL NUMBER
- (FSS-0) — INDICATES DRAWING ON WHICH DETAIL APPEARS
- A — INDICATES ELEVATION
- (FSS-0) — INDICATES DRAWING ON WHICH ELEVATION CALL-OUT APPEARS
- (A1) — MATERIAL ITEM ON BILL OF MATERIALS FSS-0-2001-1
- ⊠ ⊡ ⊢ — BUS SUPPORT FITTINGS: EXPANSION, FIXED, SLIP
- A.S. — NEAR SIDE OF STRUCTURE
- F.S. — FAR SIDE OF STRUCTURE

STRUCTURE DESIGN CRITERIA

230 kV CLEARANCE: (500 kV BR.)

LINE PARTS MIN 8'-0" (22')
MIN 6'-6" (59')

TO GRADE: 15'-0" (BUS)
27'-0" (DRIVEWAY)

34.5 kV CLEARANCE: (200 kV BR.)

LINE PARTS MIN 8'-0" (12')
MIN 6'-6" (59')

TO GRADE: 10'-0" (BUS)
22'-0" (DRIVEWAY)

- NOTES**
- SEE DRAWING FSS-0-POOL-01 FOR DRAWING LIST.
 - SEE FSS-0-2001 FOR BILL OF MATERIALS.
 - CONTRACTOR SHALL TRAIN CONDUCTOR TO A MINIMUM OF 72" PHASE TO GROUND CLEARANCE IS MAINTAINED.
 - ALL BUS SUPPORTS, SWITCH STANDS, DEAD ENDS AND STATIC MASTS SHALL BE PLACED ON LEVELING PITS. BUS HEIGHTS ARE FROM BOTTOM OF BASE PLATES.

HOLD NOTE:
ALL EQUIPMENT IS ON HOLD UNTIL MANUFACTURERS ARE DETERMINED.



FILE LOCATION: \\VHEAD-NAS-01\DRAWING\EPIC SERVICES\EPSS-030 BLDG FROM STD 230KV SOLAR\300 CAD\110 WORKING\111 PHYSICAL\FSS-0-P004-LDNG LAST SAVED BY: (Nickola 7/30/2021 11:28 AM PLOTTED BY: Iva 1. Nickola 7/30/2021 11:28 AM Tab\FSS-0-P004-1

ECI ELECTRICAL CONSULTANTS, INC.
Engineering with Distinction

NO.	REASON	DATE	BY	CHK
A	ISSUED FOR JOBE REVIEW	07/30/21	BNK	BJI

Blattner D.H. Blattner & Sons, Inc.

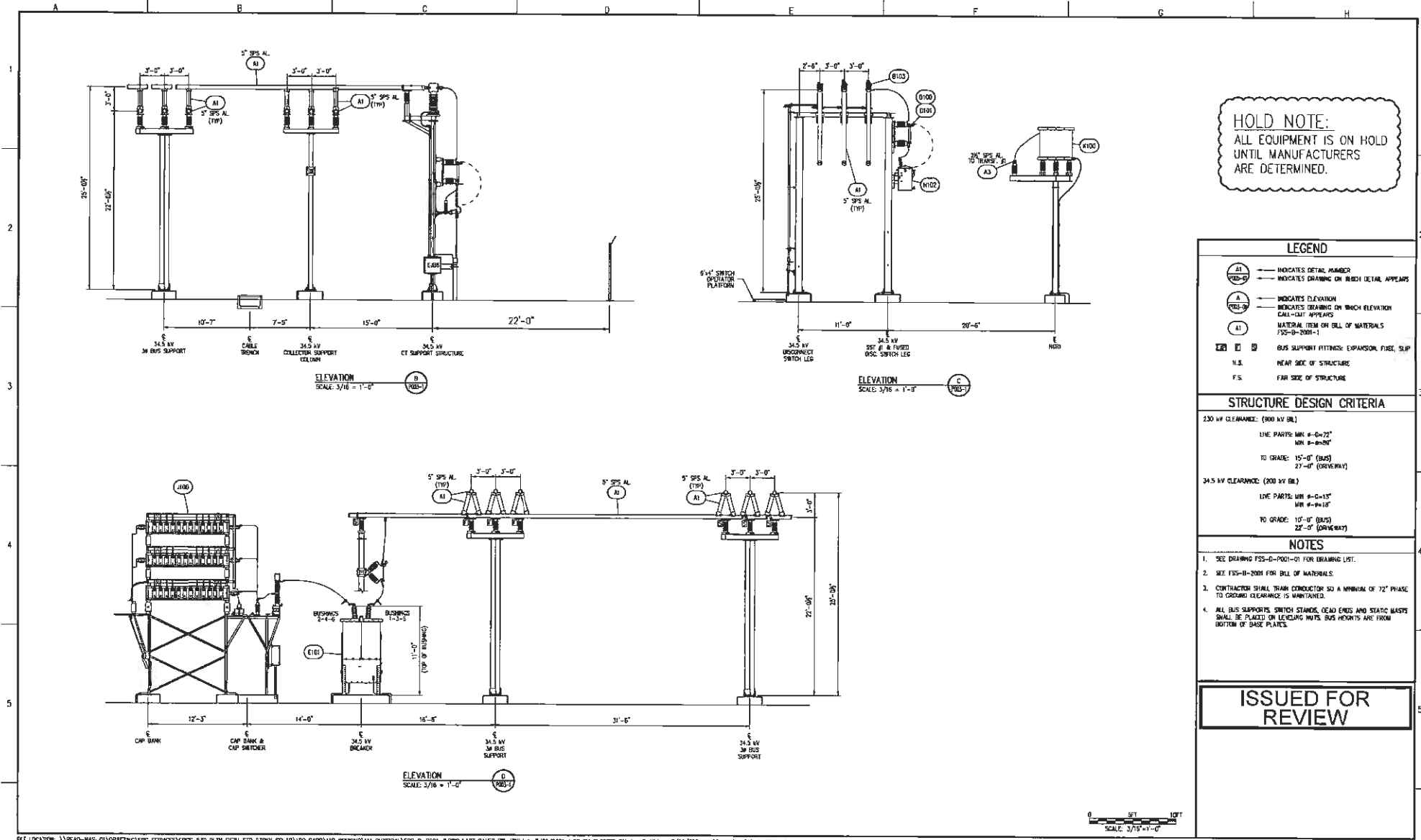
ENGINEERING RECORD

DESIGNED	NICHOLS	DATE	07/21
CHECKED	KING	DATE	07/21
APPROVED	HENKE	DATE	07/21

ENG SCALE: 1/8"=1'-0" PLOT SCALE: 1:1

FIFTH STANDARD SOLAR PROJECT
34.5-230 kV SUBSTATION
ELEVATION A

DOC. NAME: FSS-0-P004-1 REVISION NO.: A



HOLD NOTE:
ALL EQUIPMENT IS ON HOLD
UNTIL MANUFACTURERS
ARE DETERMINED.

LEGEND

- (A1) - INDICATES DETAIL NUMBER
- (A1) - INDICATES DRAWING ON WHICH DETAIL APPEARS
- (A) - INDICATES ELEVATION
- (A) - INDICATES DRAWING ON WHICH ELEVATION CALL-OUT APPEARS
- (A1) - MATERIAL ITEM ON BILL OF MATERIALS FSS-0-2001-1
- EXP, F, S - BUS SUPPORT FITTINGS: EXPANSION, FUSE, SLIP
- N.S. - NEAR SIDE OF STRUCTURE
- F.S. - FAR SIDE OF STRUCTURE

STRUCTURE DESIGN CRITERIA

230 kV CLEARANCE: (300 kV BR)

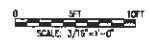
LIVE PARTS MIN 4'-0" TO 22"
MIN 8'-0" TO 25"
TO GRADE: 15'-0" (BUS)
27'-0" (DRAINWAY)

34.5 kV CLEARANCE: (200 kV BR)

LIVE PARTS MIN 8'-0" TO 15"
MIN 9'-0" TO 18"
TO GRADE: 15'-0" (BUS)
22'-0" (DRAINWAY)

- NOTES**
- SEE DRAWING FSS-0-2001-01 FOR DRAWING LIST.
 - SEE FSS-0-2001 FOR BILL OF MATERIALS.
 - CONTRACTOR SHALL TRAIN CONDUCTOR SO A MINIMUM OF 72" PHASE TO GROUND CLEARANCE IS MAINTAINED.
 - ALL BUS SUPPORTS, SWITCH STANDS, DEAD ENDS AND STANG WASTS SHALL BE PLACED ON LEGGING INTO BUS HEIGHTS ARE FROM BOTTOM OF BASE PLATES.

ISSUED FOR REVIEW



FILE LOCATION: \\HEAD-NAS-01\DRAWING\PC SERVICES\PCS-330 B IN FFB: STD 230KV SOLAR\10 CAD\110 WORKING\111 PHYSICAL\FSS-0-2001-2.010G LAST SAVED BY: JENSON 7/29/2021 4:20 PM PLOTTED BY: JEN T. NICHOLS 7/30/2021 11:22 AM Tbl:FSS-0-2004-2

ECI Engineering with Distinction
ELECTRICAL CONSULTANTS, INC.

NO.	REVISION	DATE	BY	CHK	APP
A	ISSUED FOR JOE REVIEW	07/30/21	BWK	ENH	

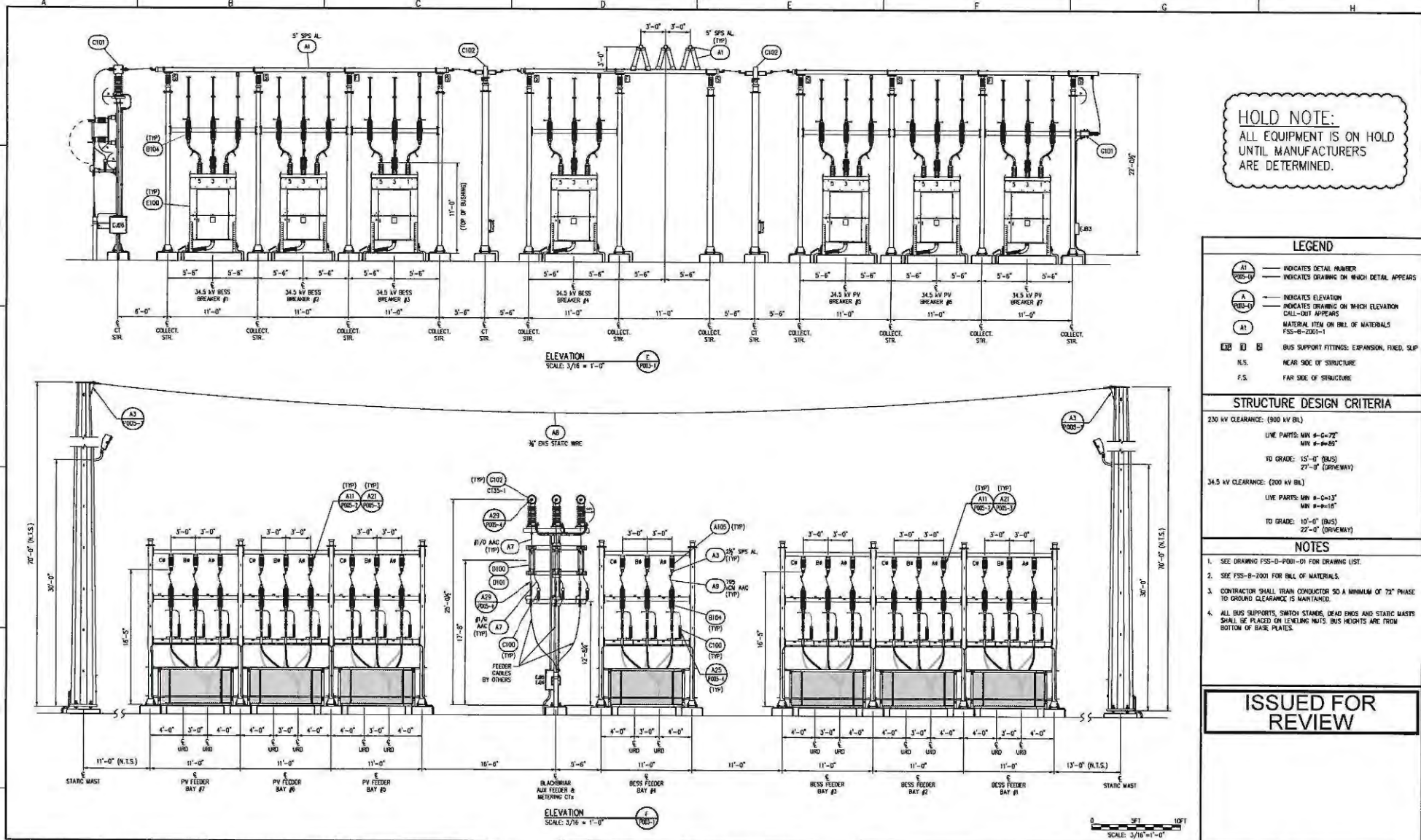
Blattner D.H. Blattner & Sons, Inc.

ENGINEERING RECORD	DATE
DRAWN: NICHOLS	07/21
DESIGNED: KING	07/21
CHECKED: HENKE	07/21
APPROVED:	

DRG SCALE: 3/16" = 1'-0" PLOT SCALE: 1:1

FIFTH STANDARD SOLAR PROJECT
34.5-230 kV SUBSTATION
ELEVATIONS B, C & D

DRG. NAME: FSS-0-2004-2 REVISION NO.: A



HOLD NOTE:
ALL EQUIPMENT IS ON HOLD UNTIL MANUFACTURERS ARE DETERMINED.

LEGEND

- INDICATES DETAIL NUMBER
- INDICATES DRAWING ON WHICH DETAIL APPEARS
- INDICATES ELEVATION
- INDICATES DRAWING ON WHICH ELEVATION CALL-OUT APPEARS
- MATERIAL ITEM ON BILL OF MATERIALS FSS-0-2001-1
- BUS SUPPORT FITTINGS: EXPANSION, FIXED, SUP
- NEAR SIDE OF STRUCTURE
- FAR SIDE OF STRUCTURE

STRUCTURE DESIGN CRITERIA

230 kV CLEARANCE: (300 kV BUS)

LIVE PARTS MIN 4'-0"-72"
MIN 6'-00-00"

TO GRADE: 15'-0" (BUS)
27'-0" (DRIVEWAY)

34.5 kV CLEARANCE: (200 kV BUS)

LIVE PARTS MIN 8'-0"-13"
MIN 9'-00-15"

TO GRADE: 10'-0" (BUS)
22'-0" (DRIVEWAY)

- NOTES**
- SEE DRAWING FSS-0-PO04-01 FOR DRAWING LIST.
 - SEE FSS-0-2001 FOR BILL OF MATERIALS.
 - CONTRACTOR SHALL TRAIN CONDUCTOR SO A MINIMUM OF 72" PHASE TO GROUND CLEARANCE IS MAINTAINED.
 - ALL BUS SUPPORTS, SWITCH STANDS, DEAD ENDS AND STATIC MASTS SHALL BE PLACED ON LEVELING MATS. BUS HEIGHTS ARE FROM BOTTOM OF BASE PLATES.

ISSUED FOR REVIEW

FILE LOCATION: \\HEAD-NAS-01\DRAWING\GPC SERVICES\EPS-530 BLN FIFTH STD 230KV SOLAR\100 CAD\110 WORKING\111 PHYSICAL\FSS-0-P004-3-0MG LAST SAVED BY: (Nichols 7/29/2021) 4:24 PM PLOTTED BY: Ian T. Nichols 7/30/2021 10:55 AM Tab: FSS-0-P004-3

ECI ELECTRICAL CONSULTANTS, INC.
Engineering with Distinction

NO.	REVISION	DATE	BY	APP
A	ISSUED FOR 30% REVIEW	07/30/21	ITN	RLH

Blattner D.H. Blattner & Sons, Inc.

ENGINEERING RECORD

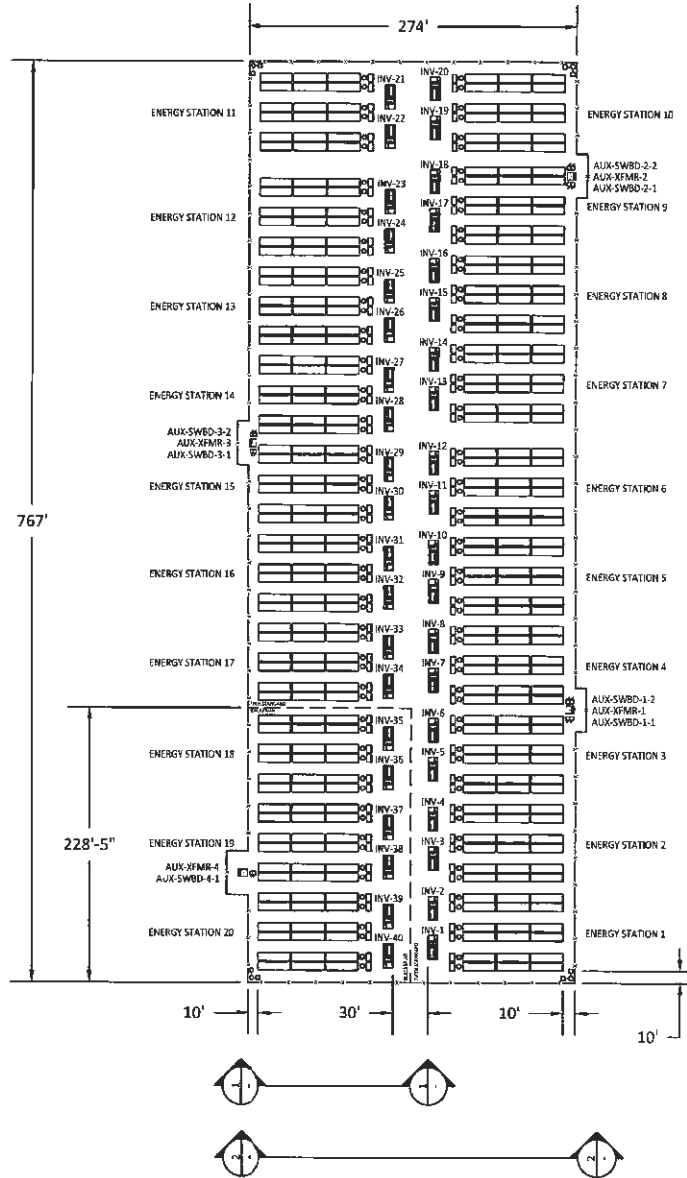
DRAWN	DATE
NICHOLS	07/21
DESIGNED	KING
CHECKED	HENKE
APPROVED	

DRWG SCALE: 3/16"=1'-0" PLOT SCALE: 1:1

FIFTH STANDARD SOLAR PROJECT
34.5-230 kV SUBSTATION
ELEVATIONS E & F

DRWG. NAME: FSS-0-P004-3 REVISION NO: 1

GENERAL NOTES:
 A. TOTAL BESS YARD SIZE IS 4.86 ACRES.



FIFTH STANDARD & BLACKBRIAR BESS

PROJECT LOCATION
 FRESNO COUNTY, CA
 36° 49.04' N, 120° 7' 11.16" W



REVISION HISTORY

#	DESCRIPTION	BY	DATE
A	RELEASE FOR BID	TL	05/24/2021
B	ELEVATIONS DETAILS	TL	8/5/2021
C			
D			
E			
F			
G			
H			
I			
J			
K			

CONTRACTOR

Blattner
 392 COUNTY ROAD 50
 AVON, IN 46100



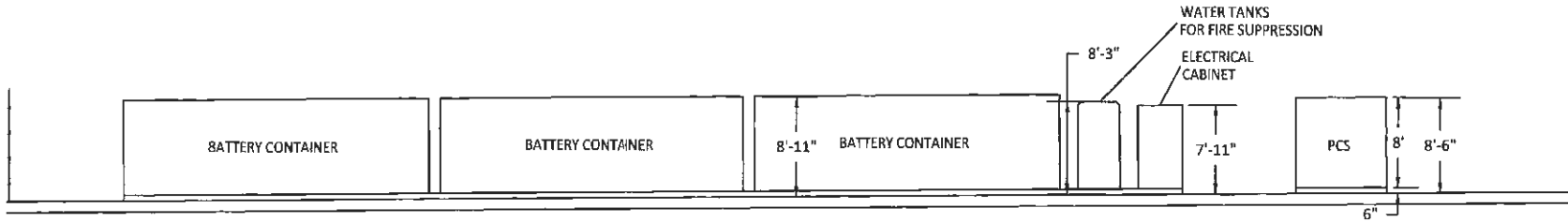
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**SITE LAYOUT
 GENERAL
 ARRANGEMENT**

DATE: 05-24-2021 SHEET: 3 OF 00 REV: 0

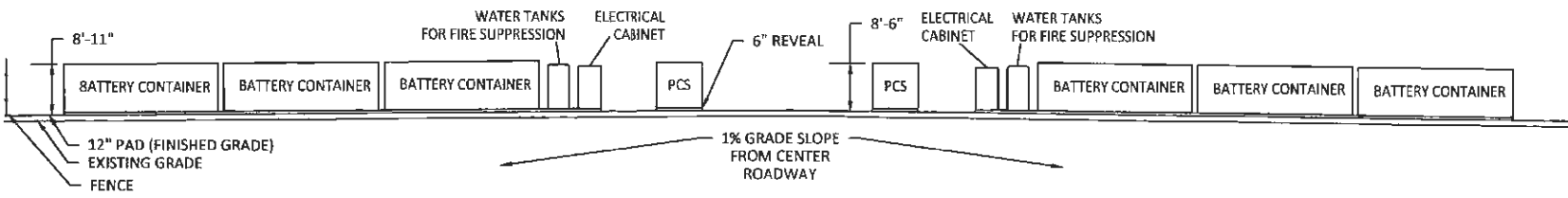
DESIGNER	T.LEANNA
DRAWN BY	T.LEANNA
CHECKED BY	R.NEMBIARD

SCALE: 1" = 100' - 0"



1 SITE ELEVATION - WEST BESS YARD

Scale: 1" = 10'



2 SITE ELEVATION - BESS YARD

Scale: 1" = 10'

PROJECT NAME
FIFTH STANDARD & BLACKBRIAR BESS

PROJECT LOCATION
FRESNO COUNTY, CA
36° 04'3.54"N, 120° 7'11.16"W

CLIENT
RWE

#	DESCRIPTION	BY	DATE
A	RFI BASE FOR BID	TL	05/21/2021
B	ELIMINATIONS DETAILS	TL	11/15/2021
C			
D			
E			
F			
G			
H			
I			
J			
K			

COUNTRY, USA

Blattner
D.H. Blattner & Sons, Inc.
392 COUNTY ROAD 90
AVON, MA 01915

CONFIDENTIAL PRELIMINARY PRINT
FOR BIDDING ONLY
NOT FOR CONSTRUCTION

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DATE: 05-24-2021 SHEET: 4 OF XX REV: 0

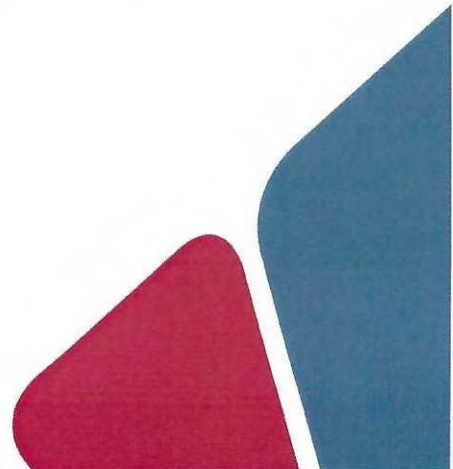
SITE LAYOUT ELEVATIONS

DESIGNER: T.LEANNA
DRAWN BY: T.LEANNA
CHECKED BY: R.NEMBARD
DATE: 05-24-2021 SHEET: 4 OF XX REV: 0



APPENDIX B

Notification of Reclamation Plan to Owners of Record



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EXHIBIT B
The Property
[See Attached]

EXHIBIT B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: APN 075-06-15s

The Southeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

Parcel 2: APN 075-06-52s

The Northeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Parcel 3: APN 075-070-01s

Section 27, Township 20 South, Range 17 East, Mount Diablo Base. and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

Parcel 4 & 5: APN 075-070-32s, 34s

The Southeast quarter of Section 23, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Parcel 6 & 7: APN 075-070-33s, 35s

Those portions of Section 34, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

The East 467 feet of the South 934 feet of the Northwest quarter of said Section 34, and the West 467 feet of the South 934 feet of the Northeast quarter of Section 34.

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EXHIBIT C
Form of Easement
[See Attached]

RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this __ day of _____, 2021, by G3 Farming Trust, (“GRANTOR”), in favor of the County of Fresno, a political subdivision of the state of California (“COUNTY”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “PROJECT OWNER”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “Project,” located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “Project Site”), as more particularly described on Exhibit A, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of a portion of the Project Site, the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”).

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (the “**Security**”).

F. The term of each CUP for the Project is thirty (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER is providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan on the Grantor Property, COUNTY must have the right to immediate access the Grantor Property.

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “Easement”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the office of the Fresno County Recorder.

9. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the office of the Fresno County Recorder, (c) GRANTOR has not conveyed (or agreed to convey), and will not convey (or agree to convey), any right, title, or interest in or to the Grantor Property that would unreasonably interfere with the rights herein granted, and any such conveyance or agreement in violation thereof shall be void.

10. The Recitals above are incorporated herein by reference as though fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

APPROVED
Steven E. White, Director
Department of Public Works and Planning

By _____

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
Fresno County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

By: _____
Deputy

GRANTOR

Stuart P. Woolf, a Managing Trustee
of G3 Farming Trust Corporation
formerly titled Stuart Farming Trust

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

EXHIBIT A

Project Site Depiction

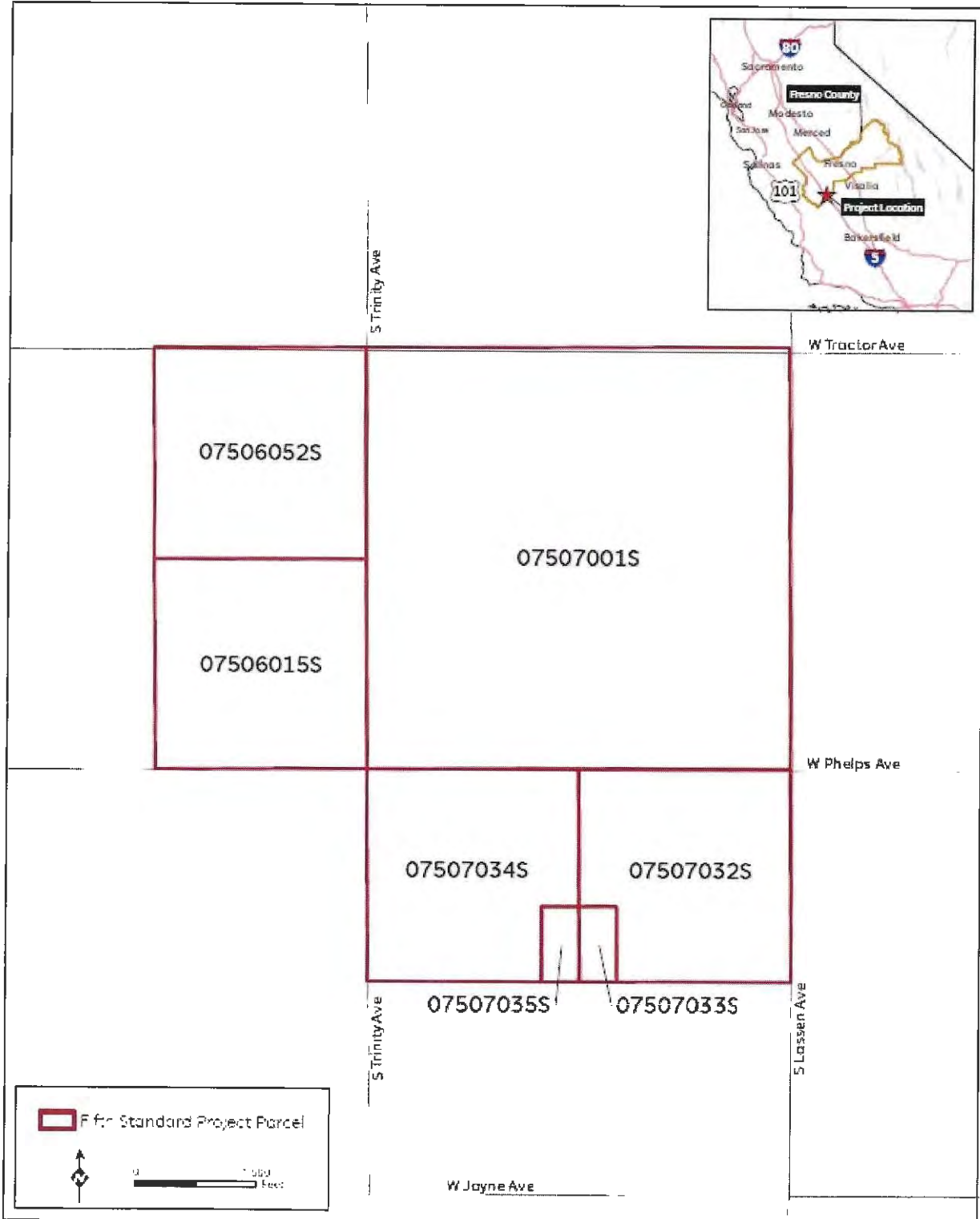


EXHIBIT B

Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN 075-06-15s

The Southeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

APN 075-070-01s

Section 27, Township 20 South, Range 17 East, Mount Diablo Base. and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by Woolf Properties, a California Corporation (“GRANTOR”), in favor of the County of Fresno, a political subdivision of the state of California (“COUNTY”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “PROJECT OWNER”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “Project”, located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “Project Site”), as more particularly described on Exhibit A, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of a portion of the Project Site, the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”).

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (, the “**Security**”).

F. The term of each CUP for the Project is thirty (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER IS providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan on the Grantor Property, COUNTY must have the right to immediate access the Grantor Property.

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “Easement”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the office of the Fresno County Recorder.

9. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the office of the Fresno County Recorder, (c) GRANTOR has not conveyed (or agreed to convey), and will not convey (or agree to convey), any right, title, or interest in or to the Grantor Property that would unreasonably interfere with the rights herein granted, and any such conveyance or agreement in violation thereof shall be void.

10. The Recitals above are incorporated herein by reference as though fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

GRANTOR

APPROVED

Steven E. White, PE, PLS, Director
Fresno County Department of Public Works and
Planning

Woolf Properties, LLC, a California
limited liability company

By: _____

By: _____
Stuart P. Woolf, President

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
Fresno County Counsel

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

By: _____
Deputy

APPROVED AS TO ACCOUNTING
FORM

Oscar J. Garcia, C.P.A.
Fresno County Auditor-Controller / Treasurer-Tax
Collector

By: _____
Deputy

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

EXHIBIT A

Project Site Depiction

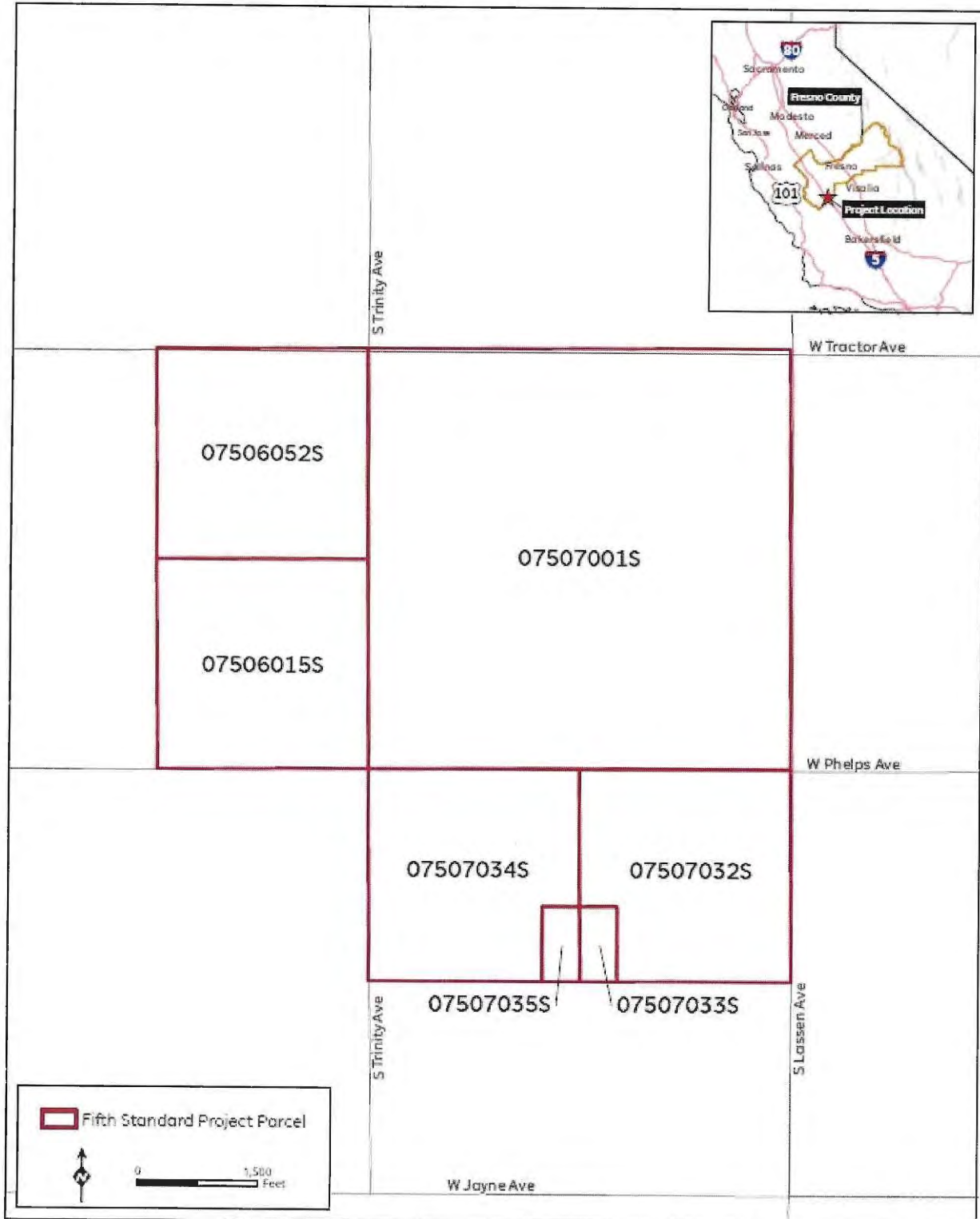


EXHIBIT B

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2: APN 075-06-52s

The Northeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by WOOLF FAMILY TRUST NO. I, (“GRANTOR”), in favor of the County of Fresno, a political subdivision of the state of California (“COUNTY”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “PROJECT OWNER”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “Project,” located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “Project Site”), as more particularly described on Exhibit A, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of a portion of the Project Site, the legal description of which is set forth in Exhibit B, attached hereto and incorporated by this reference (the “Grantor Property”).

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “Reclamation Plan”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “Reclamation Agreement”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (the “Security”).

F. The term of each CUP for the Project is thirty (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

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- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

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[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

GRANTOR

APPROVED

Steven E. White, PE, PLS, Director
Department of Public Works and Planning

Daryl Barsoom, a Trustee of the
Woolf Family Trust No. 1

By: _____

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
Fresno County Counsel

Lee Henricksen, a Trustee of the
Woolf Family Trust No. 1

By: _____
Deputy

Joel Perkins, a Trustee of the Woolf
Family Trust No. 1

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing Address

By: _____
Deputy

EXHIBIT A

Project Site Depiction

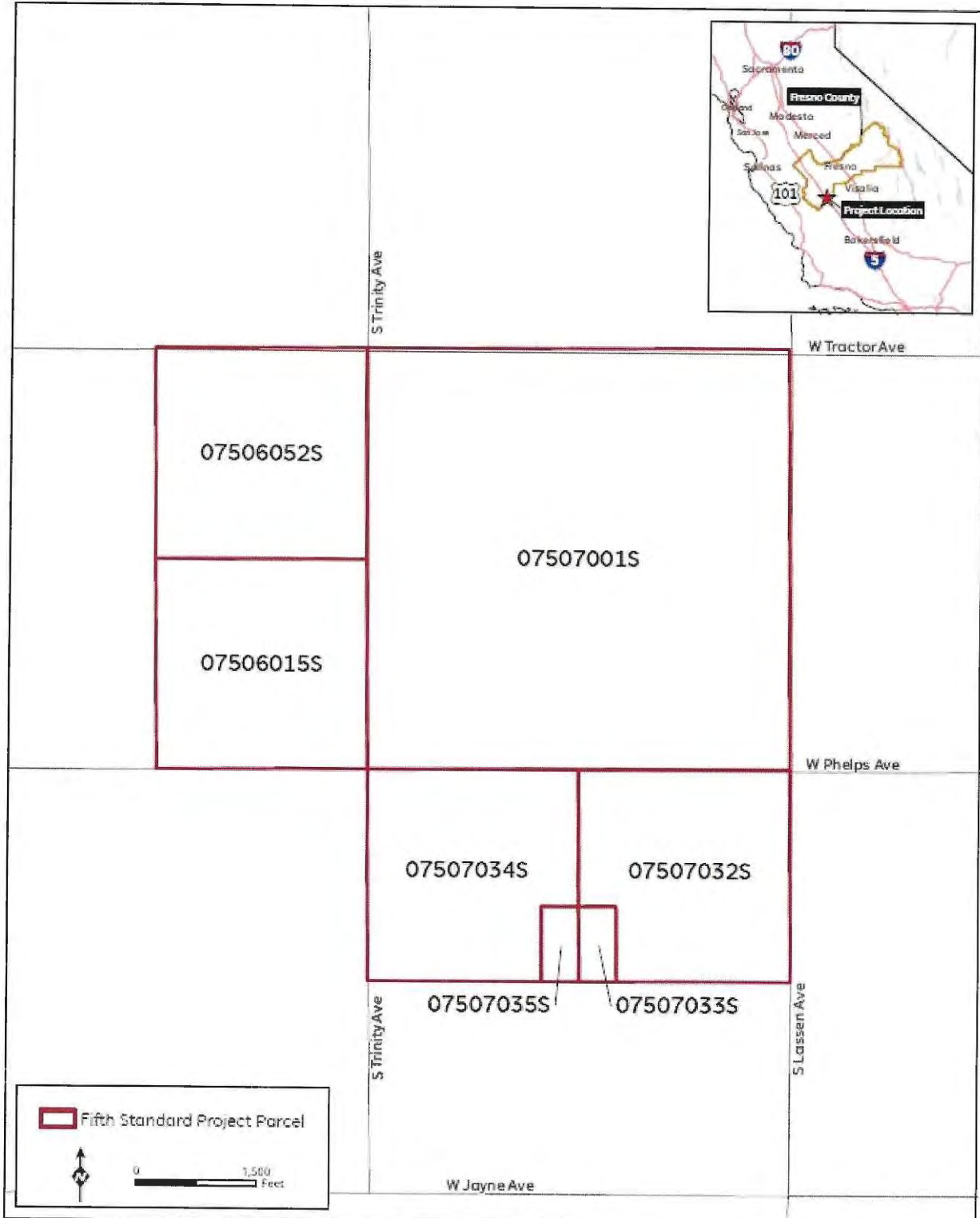


EXHIBIT B

Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN 075-070-32s, 34s

The Southeast quarter of Section 23, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

APN 075-070-33s, 35s

Those portions of Section 34, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof. The East 467 feet of the South 934 feet of the Northwest quarter of said Section 34, and the West 467 feet of the South 934 feet of the Northeast quarter of Section 34.

RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

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D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

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3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

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10. The Recitals above are incorporated herein by reference as though fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

GRANTOR

APPROVED

Steven E. White, PE, PLS, Director
Department of Public Works and Planning


Daryl Barsom, a Trustee of the
Wolf Family Trust No. 1

By: _____

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
Fresno County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing Address

By: _____
Deputy

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On January 21, 2022 before me, Betty J. Gowens, Notary Public
(insert name and title of the officer)

personally appeared Daryl Barsoom
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betty J. Gowens (Seal)



EXHIBIT A

Project Site Depiction

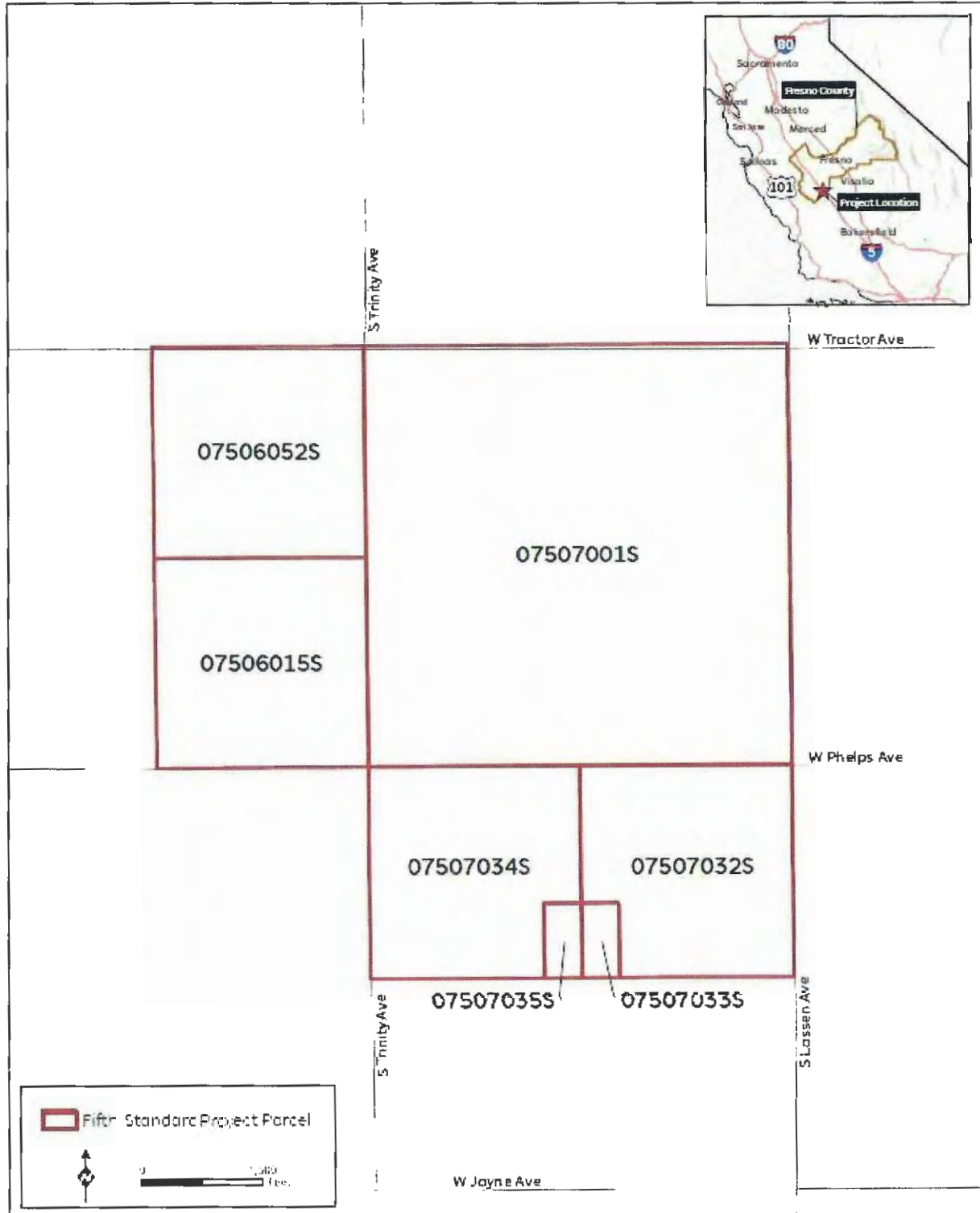


EXHIBIT B

Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN 075-070-32s, 34s

The Southeast quarter of Section 23, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

APN 075-070-33s, 35s

Those portions of Section 34, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof. The East 467 feet of the South 934 feet of the Northwest quarter of said Section 34, and the West 467 feet of the South 934 feet of the Northeast quarter of Section 34.

RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by **G3 Farming Trust**, (“**GRANTOR**”), in favor of the County of Fresno, a political subdivision of the state of California (“**COUNTY**”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “**PROJECT OWNER**”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “**Project**,” located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “**Project Site**”), as more particularly described on **Exhibit A**, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of a portion of the Project Site, the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”).

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (the “**Security**”).

F. The term of each CUP for the Project is thirty (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER is providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan on the Grantor Property, COUNTY must have the right to immediate access the Grantor Property.

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “**Easement**”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the office of the Fresno County Recorder.

9. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the office of the Fresno County Recorder, (c) GRANTOR has not conveyed (or agreed to convey), and will not convey (or agree to convey), any right, title, or interest in or to the Grantor Property that would unreasonably interfere with the rights herein granted, and any such conveyance or agreement in violation thereof shall be void.

10. The Recitals above are incorporated herein by reference as though fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

APPROVED
Steven E. White, Director
Department of Public Works and Planning

By _____

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
Fresno County Counsel

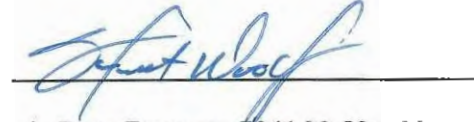
By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

By: _____
Deputy

GRANTOR

Stuart P. Woolf, a Managing Trustee
of G3 Farming Trust Corporation
formerly titled Stuart Farming Trust



c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

EXHIBIT A

Project Site Depiction



EXHIBIT B

Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN 075-06-15s

The Southeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

APN 075-070-01s

Section 27, Township 20 South, Range 17 East, Mount Diablo Base. and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On Jan 20, 2022 before me, Betty J. Gowens, Notary Public (insert name and title of the officer), personally appeared Stuart P. Wolf, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betty J. Gowens

(Seal)



RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by Woolf Properties, a California Corporation (“**GRANTOR**”), in favor of the County of Fresno, a political subdivision of the state of California (“**COUNTY**”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “**PROJECT OWNER**”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “**Project**”, located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “**Project Site**”), as more particularly described on **Exhibit A**, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of a portion of the Project Site, the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”).

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (, the “**Security**”).

F. The term of each CUP for the Project is thirty (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER IS providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan on the Grantor Property, COUNTY must have the right to immediate access the Grantor Property.

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “**Easement**”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Grantor Property.

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the office of the Fresno County Recorder.

9. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the office of the Fresno County Recorder, (c) GRANTOR has not conveyed (or agreed to convey), and will not convey (or agree to convey), any right, title, or interest in or to the Grantor Property that would unreasonably interfere with the rights herein granted, and any such conveyance or agreement in violation thereof shall be void.

10. The Recitals above are incorporated herein by reference as though fully set forth herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

APPROVED

Steven E. White, PE, PLS, Director
Fresno County Department of Public Works and
Planning

By: _____

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
Fresno County Counsel

By: _____
Deputy

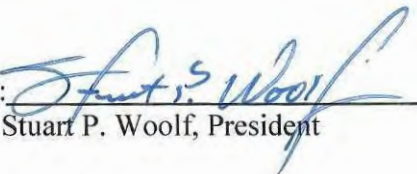
APPROVED AS TO ACCOUNTING
FORM

Oscar J. Garcia, C.P.A.
Fresno County Auditor-Controller / Treasurer-Tax
Collector

By: _____
Deputy

GRANTOR

Woolf Properties, LLC, a California
limited liability company

By: 
Stuart P. Woolf, President

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

EXHIBIT A

Project Site Depiction



EXHIBIT B

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2: APN 075-06-52s

The Northeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On Jan 20, 2022 before me, Betty J. Gowens, Notary Public (insert name and title of the officer), personally appeared Stuart P. Wolf, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betty J. Gowens

(Seal)

