

SUMITOMO MITSUI BANKING CORPORATION
277 Park Avenue
New York, NY 10172, U.S.A.

DRAFT

Irrevocable Standby Letter of Credit
No. LG/MIS/NY-210767

Issue Date: __/__/2022

BENEFICIARY:

COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
DELIVERY IN CARE OF DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING
COUNTY OF FRESNO
ATTN: URGENT DELIVERY TO ADMINISTRATION
2220 TULARE STREET, SUITE 800
FRESNO, CA 93721

APPLICANT:

FIFTH STANDARD SOLAR PV, LLC
ATTN: CREDIT DEPARTMENT
C/O RWE RENEWABLES AMERICAS, LLC
353 N CLARK ST, 30TH FLOOR
CHICAGO, IL 60654

EFFECTIVE DATE: __/__/2022 [*to be same as Issue Date*]

IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE AMOUNT: US\$6,368,598.50 (SIX MILLION, THREE HUNDRED SIXTY EIGHT THOUSAND, FIVE HUNDRED-NINETY EIGHT AND 50/100 UNITED STATES DOLLARS), WHICH AVAILABLE AMOUNT SHALL BE INCREASED, AS PROVIDED HEREIN.

EXPIRY DATE AND PLACE: THIS IRREVOCABLE STANDBY LETTER OF CREDIT EXPIRES ON __/__/2023 [*to be the first anniversary of the above Issue Date*] (THE "EXPIRATION DATE") OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF (AS DEFINED AND PROVIDED HEREIN), WHICHEVER IS LATER, AT 5:00 PM THEREOF AT OUR PLACE OF PRESENTATION HEREOF (AS DEFINED AND PROVIDED HEREIN).

TO: THE COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA.

ALL REFERENCES HEREIN TO "WE," "US," AND "OUR" MEAN **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**. ALL REFERENCES HEREIN TO "YOU" AND "YOUR" MEAN THE COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, THE BENEFICIARY OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT. ALL REFERENCES HEREIN TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT OR THE IRREVOCABLE STANDBY LETTER SHALL MEAN THIS **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767**, AS AMENDED BY ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT ISSUED TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF.

SUMITOMO MITSUI BANKING CORPORATION
277 Park Avenue
New York, NY 10172, U.S.A.

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AT THE REQUEST OF THE APPLICANT, WE HEREBY ESTABLISH IN YOUR FAVOR THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE TO YOU WITH **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, BY OUR PAYMENT FROM OUR OWN IMMEDIATELY AVAILABLE FUNDS TO YOU UPON PRESENTATION OF YOUR DRAFT(S) DRAWN **AT SIGHT ON SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, AT OUR PLACE OF PRESENTATION HEREOF, IN THE FORM OF THE SIGHT DRAFT STATED HEREIN, WITH THE SIGNATURE INSTRUCTIONS IN BRACKETS IN SUCH DRAFT(S) COMPLETED, AND WITH THE PAYMENT INSTRUCTIONS IN BRACKETS IN SUCH DRAFT(S) SPECIFIED, BY YOUR PURPORTED REPRESENTATIVE (THE "SIGHT DRAFT"), AND SUCH DRAFT(S) SHALL BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. YOUR STATEMENT IN THE FORM OF THE STATEMENT OF BENEFICIARY STATED HEREIN WITH THE SIGNATURE INSTRUCTIONS IN BRACKETS IN SUCH STATEMENT OF BENEFICIARY COMPLETED BY YOUR PURPORTED REPRESENTATIVE (THE "STATEMENT OF BENEFICIARY"); AND
2. THIS IRREVOCABLE STANDBY LETTER OF CREDIT.

THE FORM OF THE SIGHT DRAFT IS AS FOLLOWS:

SIGHT DRAFT

**SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH
IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767**

DRAFT NO. [BENEFICIARY TO SPECIFY AND INSERT A UNIQUE NUMBER FOR THE SIGHT DRAFT]

DATE: [_____, 20__]

THIS SIGHT DRAFT IS ADDRESSED AND PRESENTED TO SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH AT THE FOLLOWING PLACE OF PRESENTATION:

[BENEFICIARY TO INSERT SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH'S PLACE OF PRESENTATION HEREOF: [BENEFICIARY TO SPECIFY EITHER PAPER MEDIUM OR ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER SUCH MEDIUM (AND FOR THE ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER ELECTRONIC MAIL OR TELEPHONIC FACSIMILE TRANSMISSION), AS PROVIDED IN THIS IRREVOCABLE STANDBY LETTER OF CREDIT]

AT SIGHT PAY TO THE ORDER OF THE COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, THE SUM OF [BENEFICIARY TO SPECIFY AND INSERT IN WORDS THE DOLLAR AMOUNT THAT YOU ARE REQUESTING] US\$ [BENEFICIARY TO SPECIFY AND INSERT IN NUMBERS THE DOLLAR AMOUNT THAT YOU ARE REQUESTING].

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PAYMENT INSTRUCTIONS: BY WIRE TRANSFER OF SUCH PAYMENT TO THE FOLLOWING FINANCIAL INSTITUTION ACCOUNT **[BENEFICIARY TO SPECIFY AND INSERT PAYMENT INSTRUCTIONS IN BRACKETS]**:

1. NAME OF FINANCIAL INSTITUTION: [_____].
2. FINANCIAL INSTITUTION ABA/ROUTING NUMBER: [_____].
3. COUNTY OF FRESNO'S ACCOUNT NUMBER: [_____].
4. MEMO: **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH** IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767 ISSUED TO COUNTY OF FRESNO, AS BENEFICIARY.

DRAWN UNDER SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767.

THIS SIGHT DRAFT IS DRAWN BY: COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

BY: _____
NAME: _____
TITLE: _____

[SIGNATURE INSTRUCTIONS: FOR THE TITLE, INSERT ONE OF THE FOLLOWING:
DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO **OR** PLANNING AND RESOURCE MANAGEMENT OFFICER OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO **OR** ASSISTANT DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO **OR** COUNTY ADMINISTRATIVE OFFICER OF THE COUNTY OF FRESNO **OR** AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR OF THE COUNTY OF FRESNO]

THE FORM OF THE STATEMENT OF BENEFICIARY IS AS FOLLOWS:

STATEMENT OF BENEFICIARY

**SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH
IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767**

TO: SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH

DATE: [_____, 20__]

THE COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (THE "COUNTY"),
HEREBY STATES THAT:

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SUMITOMO MITSUI BANKING CORPORATION

277 Park Avenue

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

BY: COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

BY: _____
NAME: _____
TITLE: _____

[SIGNATURE INSTRUCTIONS: FOR THE TITLE, INSERT ONE OF THE FOLLOWING: DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO OR PLANNING AND RESOURCE MANAGEMENT OFFICER OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO OR ASSISTANT DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO OR COUNTY ADMINISTRATIVE OFFICER OF THE COUNTY OF FRESNO OR AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR OF THE COUNTY OF FRESNO]

YOUR DRAFT(S) DRAWN AT SIGHT ON **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, AND ACCOMPANIED BY SUCH DOCUMENTS, AS PROVIDED HEREIN, MAY BE PRESENTED TO US EITHER IN PAPER MEDIUM OR ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER SUCH MEDIUM (AND FOR THE ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER ELECTRONIC MAIL OR TELEPHONIC FACSIMILE TRANSMISSION), AS FOLLOWS:

1. **PRESENTATION IN PAPER MEDIUM:** THE IRREVOCABLE STANDBY LETTER OF CREDIT (WHICH SHALL BE THE ORIGINAL HEREOF) AND SUCH DOCUMENTS SHALL BE PRESENTED TO US AT OUR OFFICE LOCATED AT 277 PARK AVENUE, NEW YORK, NY 10172, TRADE CREDIT SERVICES DEPARTMENT (FOR PURPOSES OF SUCH PRESENTATION TO US IN PAPER MEDIUM, "OUR PLACE OF PRESENTATION").
2. **PRESENTATION IN ELECTRONIC MEDIUM:** THE IRREVOCABLE STANDBY LETTER OF CREDIT AND SUCH DOCUMENTS (WHICH, IN AN ELECTRONIC MEDIUM HEREOF, SHALL BE DEEMED TO BE THE ORIGINAL HEREOF PURSUANT TO SECTION 4.15 OF ISP 98 (AS DEFINED AND PROVIDED HEREIN)), AND ALL SUCH DOCUMENTS SHALL BE PRESENTED TO US IN AN ELECTRONIC MEDIUM HEREOF, AT YOUR ELECTION, BY TRANSMISSION OF ALL SUCH DOCUMENTS EITHER (A) IN PORTABLE DOCUMENT FORMAT [.PDF] SENT BY ELECTRONIC MAIL TO THE FOLLOWING ELECTRONIC MAIL ADDRESS: trade_credit_svc@smbcgroup.com OR (B) BY TELEPHONIC FACSIMILE TRANSMISSION TO THE FOLLOWING FACSIMILE NUMBER: (212) 224-4566 WITH A TELEPHONE CALL TO US TO NOTIFY US THEREOF IN EITHER SUCH CASE AT (212) 224-4310 (FOR PURPOSES OF SUCH PRESENTATION TO US IN AN ELECTRONIC MEDIUM (AT YOUR ELECTION, TO USE EITHER ELECTRONIC MAIL OR TELEPHONIC FACSIMILE TRANSMISSION), "OUR PLACE OF PRESENTATION"); WE SHALL MAINTAIN SUCH ELECTRONIC MAIL ADDRESS, FACSIMILE NUMBER AND TELEPHONE NUMBER, AS

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APPLICABLE, PROVIDED HOWEVER, IN THE EVENT THAT WE PROPOSE ANY CHANGE TO SUCH ELECTRONIC MAIL ADDRESS, FACSIMILE NUMBER OR TELEPHONE NUMBER (OR THEIR SUCCEEDING ELECTRONIC MAIL ADDRESS, FACSIMILE NUMBER OR TELEPHONE NUMBER, AS APPLICABLE, AS PROVIDED HEREIN), WE SHALL PROMPTLY PROVIDE YOU BY COMMERCIAL OVERNIGHT COURIER SERVICE, DELIVERY FEES PREPAID, REQUIRING THE SIGNATURE OF YOUR PURPORTED REPRESENTATIVE TO CONFIRM YOUR RECEIPT THEREOF, WHICH IS ADDRESSED TO DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO, ATTN: URGENT DELIVERY TO ADMINISTRATION, AT YOUR ABOVE ADDRESS, AN AMENDMENT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT (WHICH AMENDMENT SHALL BE EFFECTIVE NOT FEWER THAN TEN (10) CALENDAR DAYS AFTER YOUR RECEIPT THEREOF AS PROVIDED HEREIN), WHICH SPECIFIES OUR NEW, THEN-CURRENT ELECTRONIC MAIL ADDRESS, FACSIMILE NUMBER, OR TELEPHONE NUMBER AS APPLICABLE, FOR THE PRESENTATION OF ALL SUCH DOCUMENTS TO US IN ELECTRONIC MEDIUM AT OUR PLACE OF PRESENTATION HEREOF. THE PRESENTATION OF ANY ORIGINAL DOCUMENT(S) IN PAPER MEDIUM TO US WILL NOT BE REQUIRED FOR PURPOSES OF SUCH DRAWING. HOWEVER, IF SUCH PRESENTATION OF ANY SUCH ORIGINAL DOCUMENT(S) IN PAPER MEDIUM IS MADE TO US FOR A DRAWING AFTER OUR RECEIPT OF AN ELECTRONIC MAIL OR FACSIMILE PRESENTATION OF SUCH DRAWING, THE ORIGINAL DOCUMENT(S) IN PAPER MEDIUM WILL NOT BE EXAMINED BY US AND WILL BE DISREGARDED BY US FOR THE PURPOSES OF SUCH DRAWING AND, IN THE EVENT OF A PARTIAL DRAWING, PROMPTLY RETURNED TO YOU BY COMMERCIAL OVERNIGHT COURIER SERVICE, DELIVERY FEES PREPAID, REQUIRING THE SIGNATURE OF YOUR PURPORTED REPRESENTATIVE TO CONFIRM YOUR RECEIPT THEREOF, WHICH IS ADDRESSED TO DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO, ATTN: URGENT DELIVERY TO ADMINISTRATION, AT YOUR ABOVE ADDRESS.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT UP TO THE THEN-CURRENT AVAILABLE AMOUNT HEREOF, PROVIDED HOWEVER, THE AMOUNT OF ANY PARTIAL DRAWING THAT HAS BEEN PAID TO YOU HEREUNDER SHALL REDUCE THE THEN-CURRENT AVAILABLE AMOUNT HEREOF. IN THE EVENT OF A PARTIAL DRAWING, IF YOU ELECT TO PRESENT THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN PAPER MEDIUM, WE WILL PROMPTLY RETURN THIS ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT TO YOU BY COMMERCIAL OVERNIGHT COURIER SERVICE, DELIVERY FEES PREPAID, REQUIRING THE SIGNATURE OF YOUR PURPORTED REPRESENTATIVE TO CONFIRM YOUR RECEIPT THEREOF, WHICH IS ADDRESSED TO DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO, ATTN: URGENT DELIVERY TO ADMINISTRATION, AT YOUR ABOVE ADDRESS.

EACH DRAFT DRAWN AND PRESENTED UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT MUST BE MARKED: **DRAWN UNDER SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH IRREVOCABLE STANDBY LETTER OF CREDIT NO LG/MIS/NY-210767.**

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE DULY HONORED BY US IF DRAWN AND PRESENTED TO US AT OUR PLACE OF PRESENTATION HEREOF FOR PAYMENT AS PROVIDED IN THIS IRREVOCABLE STANDBY LETTER OF CREDIT.

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IF A DEMAND EXCEEDS THE THEN-CURRENT AVAILABLE AMOUNT HEREOF, BUT THE PRESENTATION OTHERWISE COMPLIES WITH THIS IRREVOCABLE STANDBY LETTER OF CREDIT, WE UNDERTAKE TO PAY THE THEN-CURRENT AVAILABLE AMOUNT HEREOF.

WE SHALL DETERMINE WHETHER YOUR PRESENTED STATEMENT OF BENEFICIARY COMPLIES WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT SOLELY BY OUR EXAMINING THE FACE OF SUCH STATEMENT OF BENEFICIARY. ANY REFERENCE IN THE STATEMENT OF BENEFICIARY TO THE AGREEMENT (AS DEFINED IN SUCH STATEMENT OF BENEFICIARY) SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE THE AGREEMENT. WE SHALL GIVE YOU WRITTEN NOTICE OF ANY DISHONOR WITHIN THREE (3) BUSINESS DAYS OF ANY PRESENTATION TO US OF ANY DOCUMENTS NOT MADE IN COMPLIANCE WITH THE TERMS OR CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT. SUCH NOTICE OF DISHONOR SHALL STATE ALL DISCREPANCIES UPON WHICH SUCH DISHONOR IS BASED. ANY NOTICE OF DISHONOR THAT WE GIVE TO YOU DOES NOT BAR YOU FROM CURING ANY DISCREPANCIES WITH RESPECT TO SUCH PRESENTATION, OR MAKING ANY OTHER PRESENTATIONS, IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT.

EACH PAYMENT BY US UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE PROMPTLY MADE BY OUR ISSUING SUCH PAYMENT FROM OUR OWN IMMEDIATELY AVAILABLE FUNDS TO YOU PURSUANT TO YOUR DRAFT(S), PRESENTED TO US, AND EACH SUCH PAYMENT SHALL BE MADE TO YOU ACCORDING TO THE PAYMENT INSTRUCTIONS THAT YOU SPECIFY IN THE FORM OF THE SIGHT DRAFT HEREOF.

ALL OF OUR FEES AND CHARGES RELATING TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT (INCLUDING BUT NOT LIMITED TO ANY NOTICES OR ACKNOWLEDGMENTS GIVEN OR AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT ISSUED TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF) SHALL BE PAYABLE BY THE APPLICANT, AND IN NO WAY SHALL AFFECT OR REDUCE THE THEN-CURRENT AVAILABLE AMOUNT OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT, NOR WILL SUCH FEES OR CHARGES BE PAYABLE BY OR CHARGED TO YOU.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT SETS FORTH IN FULL THE UNDERTAKING OF **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY WHATSOEVER BE MODIFIED, AMENDED, ALTERED, LIMITED, OR CANCELLED WITHOUT YOUR WRITTEN CONSENT; PROVIDED HOWEVER, SUCH WRITTEN CONSENT SHALL NOT BE REQUIRED IF (A) THE THEN-CURRENT AVAILABLE AMOUNT HEREOF IS INCREASED, AS PROVIDED HEREIN, OR WE OTHERWISE ISSUE TO YOU AN AMENDMENT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT TO INCREASE THE THEN-CURRENT AVAILABLE AMOUNT HEREOF, (B) THE EXPIRATION DATE HEREOF, OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, IS EXTENDED AS PROVIDED HEREIN, OR (C) WE ISSUE TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF AN AMENDMENT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT, WHICH SPECIFIES OUR NEW, THEN-CURRENT ELECTRONIC MAIL ADDRESS, FACSIMILE NUMBER, OR TELEPHONE NUMBER, AS APPLICABLE, WHICH SHALL BE WITHIN THE UNITED STATES, EXCEPT FOR ALASKA AND HAWAII, FOR THE PRESENTATION OF DOCUMENTS TO US FOR PURPOSES OF A DRAWING IN ELECTRONIC MEDIUM AT OUR PLACE OF PRESENTATION HEREOF.

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THIS IRREVOCABLE STANDBY LETTER OF CREDIT AND THE UNDERTAKING OF **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, UNDER THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL NOT BE ASSIGNED, ALIENATED, OR DELEGATED BY **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, OR ITS SUCCESSORS OR ASSIGNS, OTHER THAN TO A SUCCESSOR BANK BY WAY OF MERGER OR CONSOLIDATION (SUCH SUCCESSOR BANK, THE "SUCCEEDING ISSUING BANK"). UPON ANY SUCH MERGER OR CONSOLIDATION, AND CONTINUING THEREAFTER, (A) ANY SUCCEEDING ISSUING BANK SHALL BE BOUND BY THE TERMS HEREOF AND SHALL HAVE THE SAME OBLIGATIONS AS **SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH**, AS THE ORIGINAL ISSUING BANK HEREUNDER, AND (B) ALL TERMS, PROVISIONS AND CONDITIONS CONTAINED HEREIN (AS AMENDED BY ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT ISSUED TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF) SHALL CONTINUE IN FULL FORCE AND EFFECT AND THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL REMAIN VALID, AND ENFORCEABLE AND BINDING AGAINST THE SUCCEEDING ISSUING BANK, IN ACCORDANCE WITH ITS TERMS. THE SUCCEEDING ISSUING BANK SHALL GIVE YOU WRITTEN NOTICE WITHIN SIXTY (60) CALENDAR DAYS FOLLOWING ANY SUCH MERGER OR CONSOLIDATION.

THE EXPIRY DATE OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED, AND SUCH EXTENSION SHALL BE EFFECTIVE AUTOMATICALLY WITHOUT AMENDMENT OR NOTICE, PURSUANT TO SECTION 2.06(A) OF THE ISP 98 (AS DEFINED AND PROVIDED HEREIN), FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF, OR EACH SUCCESSIVE FUTURE ANNIVERSARY OF THE EXPIRATION DATE HEREOF (EACH, AN "EXTENDED EXPIRATION DATE"), WHICHEVER IS LATER, UNLESS AT LEAST ONE HUNDRED TWENTY (120) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE HEREOF, OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, WHICHEVER IS LATER, WE GIVE YOU WRITTEN NOTICE THAT WE ELECT NOT TO PERMIT THIS IRREVOCABLE STANDBY LETTER OF CREDIT TO BE EXTENDED BEYOND THE EXPIRATION DATE HEREOF, OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, WHICHEVER IS LATER. IN THE EVENT THAT SUCH NOTICE IS GIVEN TO YOU, WE HEREBY ENGAGE WITH YOU THAT, NOTWITHSTANDING SUCH NOTICE, ALL DRAFTS THEREAFTER DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE DULY HONORED BY US, IF DRAWN AND PRESENTED TO US AT OUR PLACE OF PRESENTATION HEREOF FOR PAYMENT AS PROVIDED IN THIS IRREVOCABLE STANDBY LETTER OF CREDIT ON OR BEFORE THE EXPIRATION DATE HEREOF, OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, WHICHEVER IS LATER, AT 5:00 PM THEREOF.

IF THE EXPIRY DATE OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS DEEMED AUTOMATICALLY EXTENDED AS PROVIDED HEREIN, THEN THE THEN-CURRENT AVAILABLE AMOUNT HEREOF SHALL, UPON EACH SUCH EXTENSION OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT, BE DEEMED AUTOMATICALLY INCREASED TO THE STATED AMOUNT FOR THE ANNUAL PERIOD CORRESPONDING TO THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, AS SET FORTH IN THE SCHEDULE OF STATED AMOUNTS ATTACHED AS SCHEDULE A HEREOF, AND INCORPORATED HEREIN BY THIS REFERENCE, AND SUCH INCREASE SHALL BE EFFECTIVE AUTOMATICALLY WITHOUT AMENDMENT OR NOTICE PURSUANT TO SECTION 2.06(A) OF THE ISP 98 (AS DEFINED AND PROVIDED HEREIN), PROVIDED HOWEVER, SUBSEQUENT TO ANY PARTIAL DRAWING THAT HAS BEEN PAID TO YOU HEREUNDER, THE STATED AMOUNT FOR THE SUBSEQUENT THEN-CURRENT ANNUAL PERIOD CORRESPONDING TO THE SUBSEQUENT THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF SHALL BE REDUCED BY THE AMOUNT OF SUCH DRAWING.

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DRAFT

UPON OUR RECEIPT OF YOUR WRITTEN REQUEST PRESENTED TO US AT OUR PLACE OF PRESENTATION HEREOF, WE SHALL PROMPTLY, BUT NOT LATER THAN TEN (10) BUSINESS DAYS THEREAFTER, ISSUE TO YOU AN AMENDMENT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT TO CHANGE YOUR PAYMENT INSTRUCTIONS THAT YOU SPECIFY IN THE FORM OF THE SIGHT DRAFT HEREOF, TO CHANGE YOUR ABOVE ADDRESS IN THIS IRREVOCABLE STANDBY LETTER OF CREDIT, OR TO CHANGE THE TITLES OF ANY OF YOUR PURPORTED REPRESENTATIVES IN THIS IRREVOCABLE STANDBY LETTER OF CREDIT, INCLUDING IN THE FORM OF THE SIGHT DRAFT HEREOF, OR IN THE FORM OF THE STATEMENT OF BENEFICIARY HEREOF. YOUR WRITTEN REQUEST PURSUANT TO THIS PARAGRAPH MAY BE PRESENTED TO US BY USING ANY MEDIUM HEREIN FOR DRAWING DRAFTS, EITHER IN PAPER OR ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER SUCH MEDIUM (AND FOR THE ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER ELECTRONIC MAIL OR TELEPHONIC FACSIMILE TRANSMISSION).

UPON OUR RECEIPT OF YOUR WRITTEN REQUEST PRESENTED TO US AT OUR PLACE OF PRESENTATION HEREOF, WE SHALL PROMPTLY, BUT NOT LATER THAN TEN (10) BUSINESS DAYS THEREAFTER, GIVE YOU A WRITTEN ACKNOWLEDGMENT (A) CONFIRMING THAT THIS IRREVOCABLE STANDBY LETTER OF CREDIT REMAINS IN FULL FORCE AND EFFECT ACCORDING TO THE TERMS AND CONDITIONS HEREOF (AND PROVIDING SPECIFIC REFERENCE TO ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT THAT HAVE BEEN ISSUED TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF, OR, IF NO SUCH AMENDMENTS HAVE BEEN ISSUED TO YOU, WE SHALL SO STATE), (B) CONFIRMING THE THEN-CURRENT AVAILABLE AMOUNT HEREOF (AND PROVIDING SPECIFIC REFERENCE TO ANY PARTIAL DRAWING(S) AND THE AMOUNT(S) AND DATE(S) THEREOF), AND (C) CONFIRMING THE THEN-CURRENT EXPIRY DATE HEREOF; PROVIDED HOWEVER; IF WE HAVE GIVEN YOU ANY SUCH ACKNOWLEDGMENT PURSUANT TO THIS PARAGRAPH, THEN ANY SUCH REQUEST THAT YOU SUBSEQUENTLY MAKE SHALL BE NOT LESS THAN ONE (1) YEAR FROM THE DATE OF OUR LAST ACKNOWLEDGMENT GIVEN TO YOU. YOUR WRITTEN REQUEST PURSUANT TO THIS PARAGRAPH MAY BE PRESENTED TO US BY USING ANY MEDIUM HEREIN FOR DRAWING DRAFTS, EITHER IN PAPER OR ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER SUCH MEDIUM (AND FOR THE ELECTRONIC MEDIUM, AT YOUR ELECTION, TO USE EITHER ELECTRONIC MAIL OR TELEPHONIC FACSIMILE TRANSMISSION).

ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT THAT WE ISSUE TO YOU SHALL BE PREPARED, EXECUTED, AND CERTIFIED IN THE SAME FORM AND MANNER AS THIS ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT, EXCEPT THAT THE REFERENCES THEREIN SHALL BE TO THE AMENDMENT.

ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT THAT WE ISSUE TO YOU, AND ANY NOTICES AND ACKNOWLEDGMENTS THAT WE GIVE TO YOU WITH RESPECT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT, SHALL BE ADDRESSED TO "DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING, COUNTY OF FRESNO ATTN: URGENT DELIVERY TO ADMINISTRATION" AT YOUR ABOVE ADDRESS, AND DELIVERED TO YOU AT YOUR ABOVE ADDRESS, BY COMMERCIAL OVERNIGHT COURIER SERVICE, DELIVERY FEES PREPAID, REQUIRING THE SIGNATURE OF YOUR PURPORTED REPRESENTATIVE TO CONFIRM YOUR RECEIPT THEREOF.

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EXCEPT AS EXPRESSLY STATED HEREIN, THIS IRREVOCABLE STANDBY LETTER OF CREDIT DOES NOT DEPEND ON, NOR IS IT SUBJECT TO, ANY CONDITION OR QUALIFICATION.

EXCEPT AS EXPRESSLY STATED HEREIN, ALL COMMUNICATIONS TO US WITH RESPECT TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE IN WRITING AND ADDRESSED TO US AT OUR PLACE OF PRESENTATION HEREOF, AND SHALL REFERENCE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. **LG/MIS/NY-210767**.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS IRREVOCABLE STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP 98) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590, 1998 VERSION (THE "ISP 98"). TO THE EXTENT NOT INCONSISTENT WITH THE ISP 98, THIS IRREVOCABLE LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING, BUT NOT LIMITED TO, DIVISION 5 OF THE CALIFORNIA COMMERCIAL CODE, ENTITLED UNIFORM COMMERCIAL CODE--LETTERS OF CREDIT, § 5101 THROUGH AND INCLUDING § 5118, AND APPENDIX TO DIVISION 5-LETTERS OF CREDIT.

WE IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR OURSELVES AND OUR REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED WITHIN FRESNO COUNTY, AND OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, THE APPELLATE COURT THEREOF (BUT IF EITHER SUCH COURT, ON ITS OWN MOTION, REFUSES JURISDICTION, THEN SUCH JURISDICTION SHALL BE EXCLUSIVELY IN THE UNITED STATES COURT LOCATED WITHIN CALIFORNIA THAT IS GEOGRAPHICALLY CLOSEST TO YOU, AND IF NO SUCH COURT TAKES JURISDICTION, THEN SUCH JURISDICTION SHALL BE EXCLUSIVELY IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA LOCATED WITHIN FRESNO COUNTY, AND THE COURT OF APPEAL OF THE STATE OF CALIFORNIA, FIFTH DISTRICT, THE APPELLATE COURT THEREOF), IN RESPECT OF ANY ACTION OR PROCEEDING BROUGHT AGAINST US, OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, OR THE SETTLEMENT OF ANY DISPUTE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT; WE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION OR DEFENSE, INCLUDING BUT NOT LIMITED TO DEFENSE OF AN INCONVENIENT FORUM, THAT WE MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN SUCH COURTS; WE AGREE NOT TO, AND IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE MIGHT OTHERWISE HAVE TO, BRING ANY ACTION OR PROCEEDING AGAINST YOU IN ANY FORUM OTHER THAN IN SUCH COURTS AS PROVIDED HEREIN; PROVIDED HOWEVER, THAT IN ANY ACTION OR PROCEEDING THAT YOU BRING AGAINST US IN SUCH COURTS, WE MAY BRING OUR RESPONSIVE PROCEEDING IN THOSE SAME COURTS.

AT YOUR WRITTEN REQUEST PRIOR TO THE EXPIRATION DATE HEREOF, OR THE THEN-CURRENT EXTENDED EXPIRATION DATE HEREOF, WHICHEVER IS LATER, WE AGREE, AS AUTHORIZED BY SECTION 3.12(B) OF THE ISP 98, TO ISSUE A REPLACEMENT ORIGINAL OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT HAVING THE SAME TERMS AND CONDITIONS AS THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THE "REPLACEMENT ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT") OR OF ANY AMENDMENTS HAVING THE SAME TERMS AND CONDITIONS AS ANY AMENDMENTS TO THIS IRREVOCABLE STANDBY LETTER OF CREDIT ISSUED TO YOU PURSUANT TO THE TERMS AND CONDITIONS HEREOF (THE "REPLACEMENT

Each page of this multipage document is an integral part of this
Irrevocable Standby Letter of Credit No. LG/MIS/NY-210767

SUMITOMO MITSUI BANKING CORPORATION

277 Park Avenue

New York, NY 10172, U.S.A.

DRAFT

ORIGINAL AMENDMENTS”) TO YOU IF YOU RETURN THE MUTILATED ORIGINAL OF ANY SUCH DOCUMENTS TO US, OR IF YOU CERTIFY TO US THAT THE ORIGINAL OF ANY SUCH DOCUMENTS HAS BEEN LOST, STOLEN, OR DESTROYED AND PROVIDE US WITH A REASONABLY ACCEPTABLE INDEMNITY FROM A REASONABLY ACCEPTABLE INDEMNITOR. ANY SUCH ISSUED REPLACEMENT ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT OR ANY SUCH ISSUED REPLACEMENT ORIGINAL AMENDMENTS SHALL REPLACE AND BE DEEMED TO BE THE ORIGINAL OF THE ISSUED ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT OR ANY ISSUED ORIGINAL AMENDMENTS BEING REPLACED, AS APPLICABLE. WE SHALL MARK ANY SUCH ISSUED REPLACEMENT ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT OR ANY SUCH ISSUED REPLACEMENT ORIGINAL AMENDMENTS AS THE REPLACEMENT ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT OR AS THE REPLACEMENT ORIGINAL AMENDMENTS, AS APPLICABLE.

IF YOU ELECT TO CANCEL THIS IRREVOCABLE STANDBY LETTER OF CREDIT, YOUR CONSENT TO SUCH CANCELLATION MAY BE EVIDENCED BY THE RETURN TO US OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT, SUBJECT TO ANY DRAWING HEREUNDER THAT YOU MAY HAVE MADE, WITH A WRITING FROM YOUR PURPORTED REPRESENTATIVE EXPRESSLY STATING THAT SUCH DOCUMENT IS BEING RETURNED TO US FOR ITS CANCELLATION, AND SUCH MANNER OF CANCELLATION SHALL NOT REQUIRE ANY OTHER ACTION BY YOU, INCLUDING BUT NOT LIMITED TO ANY ACTION BY YOU UNDER SECTION 7.02 OF THE ISP 98.

VERY TRULY YOURS,
SUMITOMO MITSUI BANKING CORPORATION
NEW YORK BRANCH

NAME: SHAYLA TRAMEL
TITLE: DIRECTOR

PLEASE SEE THE ACCOMPANYING CERTIFICATION OF THE DIRECTOR AND ASSOCIATE GENERAL COUNSEL, AMERICAS DIVISION OF SUMITOMO MITSUI BANKING CORPORATION, REGARDING THE AUTHORIZATION OF THE AUTHORIZED OFFICER SIGNING THIS IRREVOCABLE STANDBY LETTER.

SUMITOMO MITSUI BANKING CORPORATION
 277 Park Avenue
 New York, NY 10172, U.S.A.

DRAFT
SCHEDULE A
OF
IRREVOCABLE STANDBY LETTER OF CREDIT NO. LG/MIS/NY-210767
ISSUED BY SUMITOMO MITSUI BANKING CORPORATION, NEW YORK BRANCH
SCHEDULE OF STATED AMOUNTS

EXTENDED EXPIRATION DATE	ANNUAL PERIOD	STATED AMOUNT
Yr 2: First Extended Expiration Date, 02/23/2023	From 02/23/2023 to 02/22/2024	\$6,559,656.46
Yr 3: Second Extended Expiration Date, 02/23/2024	From 02/23/2024 to 02/22/2025	\$6,756,446.15
Yr 4: Third Extended Expiration Date, 02/23/2025	From 02/23/2025 to 02/22/2026	\$6,959,139.53
Yr 5: Fourth Extended Expiration Date, 02/23/2026	From 02/23/2026 to 02/22/2027	\$7,167,913.72
Yr 6: Fifth Extended Expiration Date, 02/23/2027	From 02/23/2027 to 02/22/2028	\$7,382,951.13
Yr 7: Sixth Extended Expiration Date, 02/23/2028	From 02/23/2028 to 02/22/2029	\$7,604,439.66