

**FOURTH AMENDMENT to the AMENDED CONTRACT between the
COUNTY of SANTA BARBARA and MSB INVESTORS, LLC
for DEVELOPMENT and OPERATION of the
TAJIGUAS RESOURCE RECOVERY PROJECT**

This Fourth Amendment dated December 17, 2019 (“Fourth Amendment”) is made by and between the County of Santa Barbara, California (“County”), and MSB Investors, LLC, (“Contractor”). This Fourth Amendment, along with the First Amendment dated February 14, 2017, Second Amendment dated November 14, 2017, and Third Amendment dated September 18, 2018 modifies and is incorporated into the Amended Contract between the County of Santa Barbara and MSB Investors, LLC for Development and Operation of the Tajiguas Resource Recovery Project dated November 15, 2016 (collectively referred to as the “Contract”).

This Fourth Amendment amends the Contract as follows:

1. Subsections 24 and 25 are added to Section 5.1.C “Primary Contractor Responsibilities” as follows:

Section 5.1 Responsibilities of the Parties

C. Primary Contractor Responsibilities

24. Contractor shall negotiate and arrange for agreements with Southern California Edison for the use of energy derived from landfill gas collected on-site to power other on-site facilities. Contractor shall fulfill “Customer” obligations under the Net Energy Metering and Renewable Electrical Generating Facility Sized Greater Than One Megawatt Interconnection Agreement as well as the Facilities Financing and Ownership Agreement.

25. Contractor shall negotiate and arrange for a Power Purchase Agreement (PPA) and other necessary agreements between the County and Southern California Edison to manage the transfer and transmission of electricity produced at the AD Facility. Contractor shall fulfill the “Seller” obligations in the County’s PPA and “Interconnection Customer” requirements in the Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Group Study, or Transmission Cluster Study Process Between the County and Southern California Edison, and “Distribution Customer” in the Service Agreement for Wholesale Distribution Service Between the County and Southern California Edison.

2. Section 8.5 is replaced in its entirety by the following:

Section 8.5 AD Facility Electricity Marketing

Contractor shall perform all electricity marketing activities related to electricity transfer in accordance with Exhibit Q: Product Marketing Plan.

3. Exhibit K: "Secretary's Certificate" is replaced in its entirety with the attached, "**Exhibit K Secretary's Certificate, Attachment A.**"
4. Except as set forth in this Fourth Amendment, the Contract (the Amended Contract dated 11/15/16, the First Amendment dated 02/14/17, the Second Amendment dated 11/14/17, and the Third Amendment dated 9/18/18) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Fourth Amendment and the Contract, the terms of this Fourth Amendment will prevail.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Contract to be effective on the date executed by the COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shilo de la Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors

Date: 12-17-19

RECOMMENDED FOR APPROVAL:
Public Works

By: Scott D. McGolpin for
Scott D. McGolpin
Director of Public Works

CONTRACTOR
MSB INVESTORS, LLC

By: John Dewey
John Dewey
CEO & Managing Member

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Ben Puff
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: C. Schaffer
Deputy

APPROVED AS TO FORM:


Ray Aromatorio
Risk Manager

By: Ray Aromatorio

**EXHIBIT K:
SECRETARY'S CERTIFICATE**

**CONTRACT FOR DEVELOPMENT AND OPERATIONS SERVICES SFOR
THE COUNTY OF SANTA BARBARA**

I, John Dewey, certify that I am the current Managing Member of the limited liability company named herein and that John Dewey who signed this Amendment on behalf of the limited liability company, was then Managing Member of said limited liability company as evidenced by the attached true and correct copy of the organizational documents for said company. I further certify that this Contract is within the scope of said company's powers and was duly signed for and on behalf of said company by authority of its members, as evidenced by the attached true and correct copy of the Resolution Authorizing Execution of the Fourth Amendment to the Development and Operation Agreement between MSB Investors, LLC and the County of Santa Barbara.

By:  (Signature)

Name: John Dewey (Printed Name)

Title: Managing Member (Managing Member of LLC)

Date: November 27, 2019

RESOLUTION OF LIMITED LIABILITY COMPANY

Company: MSB Investors, LLC
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660

County: County of Santa Barbara
130 E. Victoria Street, Suite 101
Santa Barbara, CA 93101

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT:

ORGANIZATION. The Company is a limited liability company which is, and is named above is duly elected, appointed, or employed by or for the Company, as the case may be, and occupies the position stated above. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 17 Corporate Plaza, Suite 200, Newport Beach, CA 92660. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records including its records concerning the Collateral. The Company will notify County prior to any change in the location of The Company's state of organization or any change in The Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and The Company's business activities.

RESOLUTION ADOPTED. At a meeting of the members of the Company, duly called and held on November 27, 2019 at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

ACTIONS AUTHORIZED. The CEO & Managing Member of MSB Investors, LLC may enter into any agreements of any nature with County, and those agreements will bind the Company. Specifically, but without limitation, John Dewey is the CEO and Managing Member of MSB Investors, LLC and is authorized, empowered, and directed to do the following for and on behalf of the Company:

**RESOLUTION OF LIMITED LIABILITY COMPANY
(Continued)**

Execute Documents. To execute and deliver to County this form of Limited Liability Company Resolution and the 4th Amendment to the Contract for Development and Operations Services for the County of Santa Barbara (“Contract”) and related documents submitted by County, confirming the nature and existence of MSB Investors, LLC, and evidencing the Company’s participation and terms of the Contract between County and MSB Investors, LLC.

Authorize Members. To authorize other members or employees of the Company, from time to time, to act in their stead or as their successors on behalf of the Company.

Further Acts. To do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements requiring disputes with County to be submitted to binding arbitration for final resolution and waiving the right to a trial by jury, as the members may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

NOTICES TO COUNTY. The Company will promptly notify County in writing at County's address shown above (or such other addresses as County may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and County. No change in the Company's name or state of organization will take effect until after County has received notice.

PARTICIPATION AUTHORIZED. The Company's participation in the Contract with County and the execution, delivery, and performance of the documents described herein have been duly authorized by all necessary action by the Company and do not conflict with, result in a violation of, or constitute a default under: (A) any provision of its articles of organization, or any agreement or other instrument binding upon the Company or (B) any law, governmental regulation, court decree, or order applicable to the Company.

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The CEO and Managing Member approved this Resolution and it shall be continuing, shall remain in full force and effect and County may rely on it until written notice of its revocation shall have been delivered to and received by County at County 's address shown above (or such addresses as County may designate from time to time). Any such notice shall not affect any of the Company’s agreements or commitments in effect at the time notice is given.

**RESOLUTION OF LIMITED LIABILITY COMPANY
(Continued)**

IN TESTIMONY WHEREOF, we have hereunto set our hand.

I have read all the provisions of this resolution and personally and on behalf of the Company certify that all the representations made in this Resolution are true and correct.

This Resolution of MSB Investors, LLC is dated November 27, 2019.

CERTIFIED TO AND ATTESTED BY:

MSB Investors, LLC

By: 
John Dewey
Its: CEO & Managing Member