

**FIFTH 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 Fifth Amendment dated August 25, 2020 ("Fifth Amendment") is made by and between the County of Santa Barbara, California ("County"), and MSB Investors, LLC, ("Contractor"). This Fifth Amendment, along with the First Amendment dated February 14, 2017, Second Amendment dated November 14, 2017, Third Amendment dated September 18, 2018, and Fourth Amendment dated December 17, 2019 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 Fifth Amendment amends the Contract as follows:**

1. The definition of "Contract" in Section 1.31 (lines 240-242 of Amended Contract) is replaced in its entirety by the following:

**Section 1.31 Contract**

"Contract" means the Amended Contract dated November 15, 2016, the First Amendment dated February 14, 2017, the Second Amendment dated November 14, 2017, the Third Amendment dated September 18, 2018, the Fourth Amendment dated December 17, 2019, and this Fifth Amendment dated August 25, 2020 including all exhibits and attachments which are incorporated herein by reference.

2. The definition of "Project Development Schedule" in Section 1.111 (lines 619-621 of Amended Contract) is replaced in its entirety by the following:

"Project Development Schedule" means the Third Amended Project Development Schedule for performing and completing all Development activities as specified in Article 4 and Third Amended Exhibit C: "Third Amended Project Development Schedule," attached as part of this Fifth Amendment. Third Amended Exhibit C: "Third Amended Project Development Schedule" supersedes and replaces the Exhibit C "Project Development Schedule" as referenced in all sections of the Contract.

3. Subsection C "Construction and Equipment Costs" of **Section 10.2** "Development, Pre-Construction, Construction, and Equipping Compensation" is amended and replaced in its entirety as follows:

**Section 10.2 Development, Pre-Construction, Construction, and Equipping  
Compensation**

**C. Construction and Equipment Costs**

County shall pay Contractor one hundred twenty five million seven hundred forty six thousand eight hundred and nineteen dollars (\$125,746,819) or such lesser amount as the parties may agree in writing, which is an agreed sum based on Contractor's Construction and Equipment Cost budget: Contractor shall be

compensated for Constructing and equipping the Facility (but not for purchase of Non-Fixed Equipment, costs related to attorney fees related to the investment tax credit, interest on the purchase of turbine engines, two years depreciation on the turbine engines, and storage of the turbine engines) in accordance with the periodic payment schedule and payment terms to be included in the public bond financing documents.

4. Subsection B of Section 13.2 "Contractor Security and Bonds" is amended and replaced in its entirety as follows:

### **Section 13.2 Contractor Security and Bonds**

#### **B. Construction Performance Bond**

Contractor and/or its Primary Subcontractors shall provide one or more performance bond(s), or other surety device as may be reasonably required by the County in the aggregate amount of one hundred twenty three million two hundred and fifteen thousand eight hundred and nineteen dollars (\$123,215,819), the estimated full cost of Construction of the Project of one hundred twenty five million seven hundred forty six thousand eight hundred and nineteen dollars (\$125,746,819) exclusive of the costs of the SoCal Edison Interconnection, Construction & Start-up Insurance, Start-up & Acceptance and Contract Administration (i.e., \$2,531,000 in the aggregate), securing the Construction of the Project, including ensuring that the Primary Subcontractors receive full payment for services provided, and in a form acceptable to the County as co-beneficiary. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better pursuant to current AM. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in California. Contractor may discontinue maintaining this performance bond upon written County approval, which shall be provided within ten (10) Week Days of issuance of the Notice to Proceed with Full Operations as provided in section 4.9.B.

5. Second Amended Exhibit C: "Second Amended Project Development Schedule," is replaced in its entirety with the attached "Third Amended Exhibit C – Third Amended Project Development Schedule," (Attachment A).
5. Second Amended Exhibit I: "Second Amended Development Cost Detail," is replaced in its entirety with the attached, "Third Amended Exhibit I – Third Amended Development Cost Detail," (Attachment B).
6. Exhibit K: "Secretary's Certificate" is replaced in its entirety with the attached, "Exhibit K Secretary's Certificate," (Attachment C).
7. Except as set forth in this Fifth Amendment, the Contract (the Amended Contract dated 11/15/16, the First Amendment dated 02/14/17, the Second Amendment dated 11/14/17, the Third Amendment dated 09/18/18, and the Fourth Amendment dated 12/17/19) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Fifth Amendment and the Contract, the terms of this Fifth Amendment will prevail.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg Hart, Chair,  
Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Santa Barbara County Public Works  
Department

**CONTRACTOR**

MSB INVESTORS, LLC

By: \_\_\_\_\_  
Scott D. McGolpin  
Public Works Director

By: \_\_\_\_\_  
Authorized Representative  
Name: John Dewey  
Title: CEO & Managing Member

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

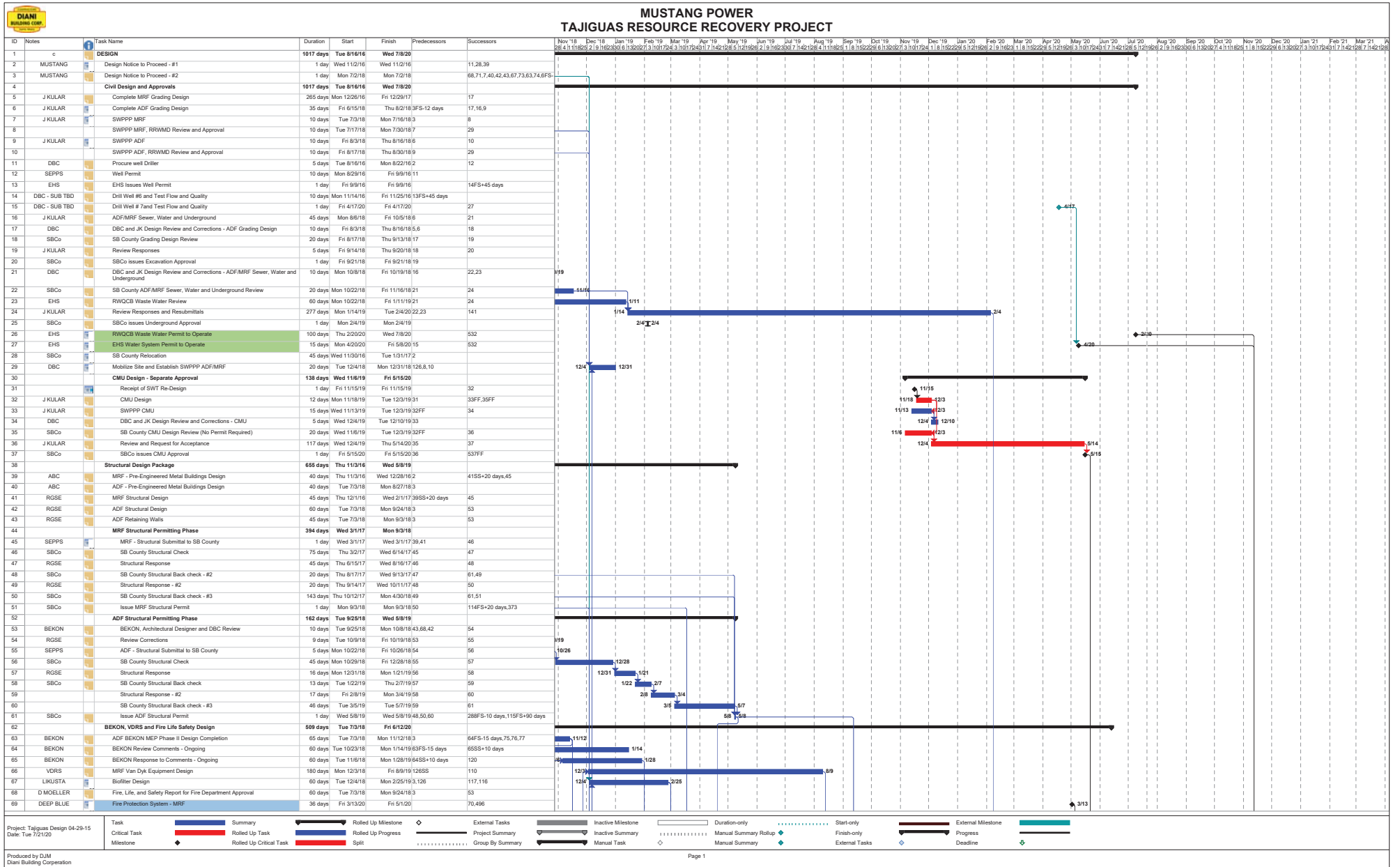
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

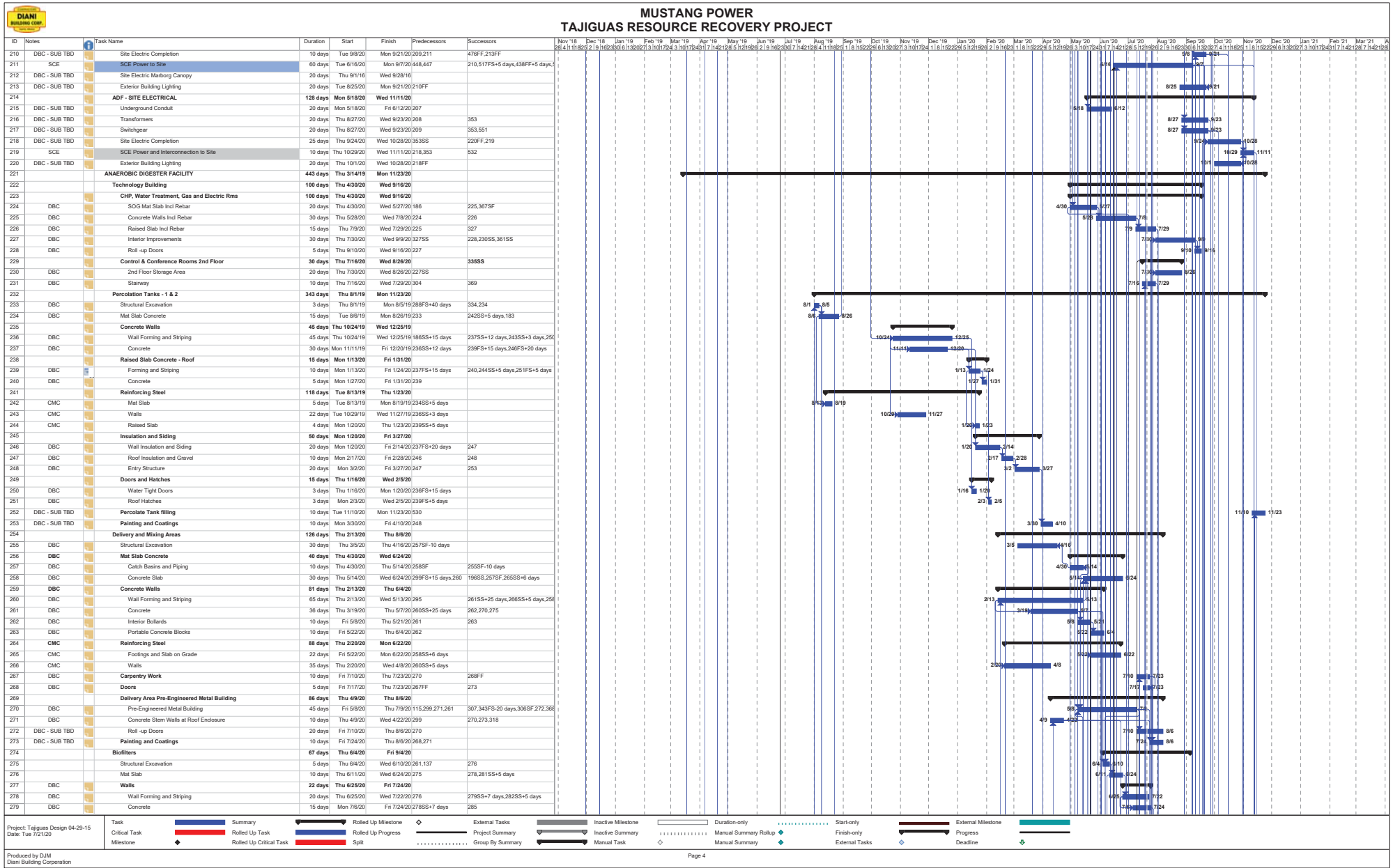
# Third Amended Exhibit C - Third Amended Project Development Schedule



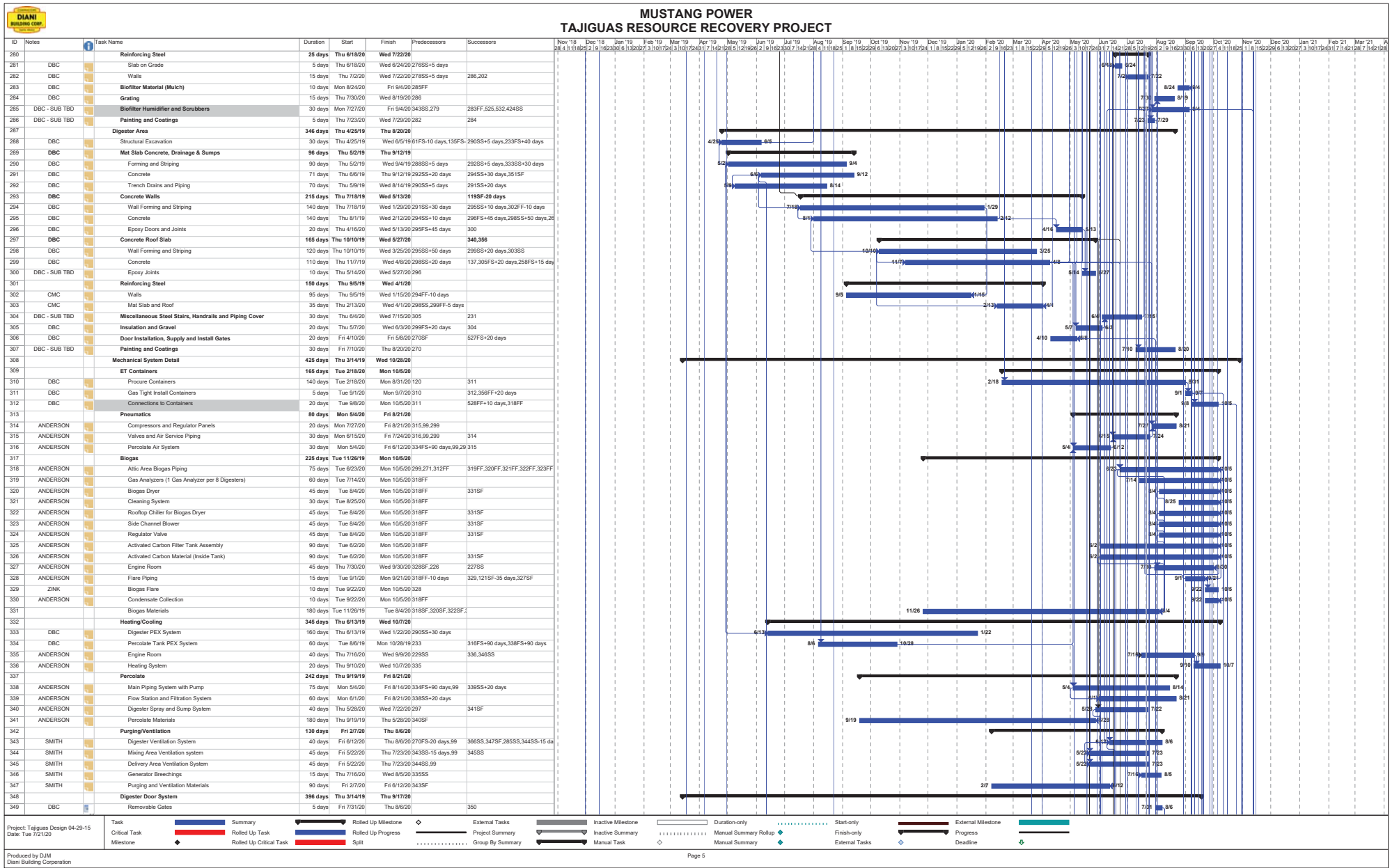




# Third Amended Exhibit C - Third Amended Project Development Schedule

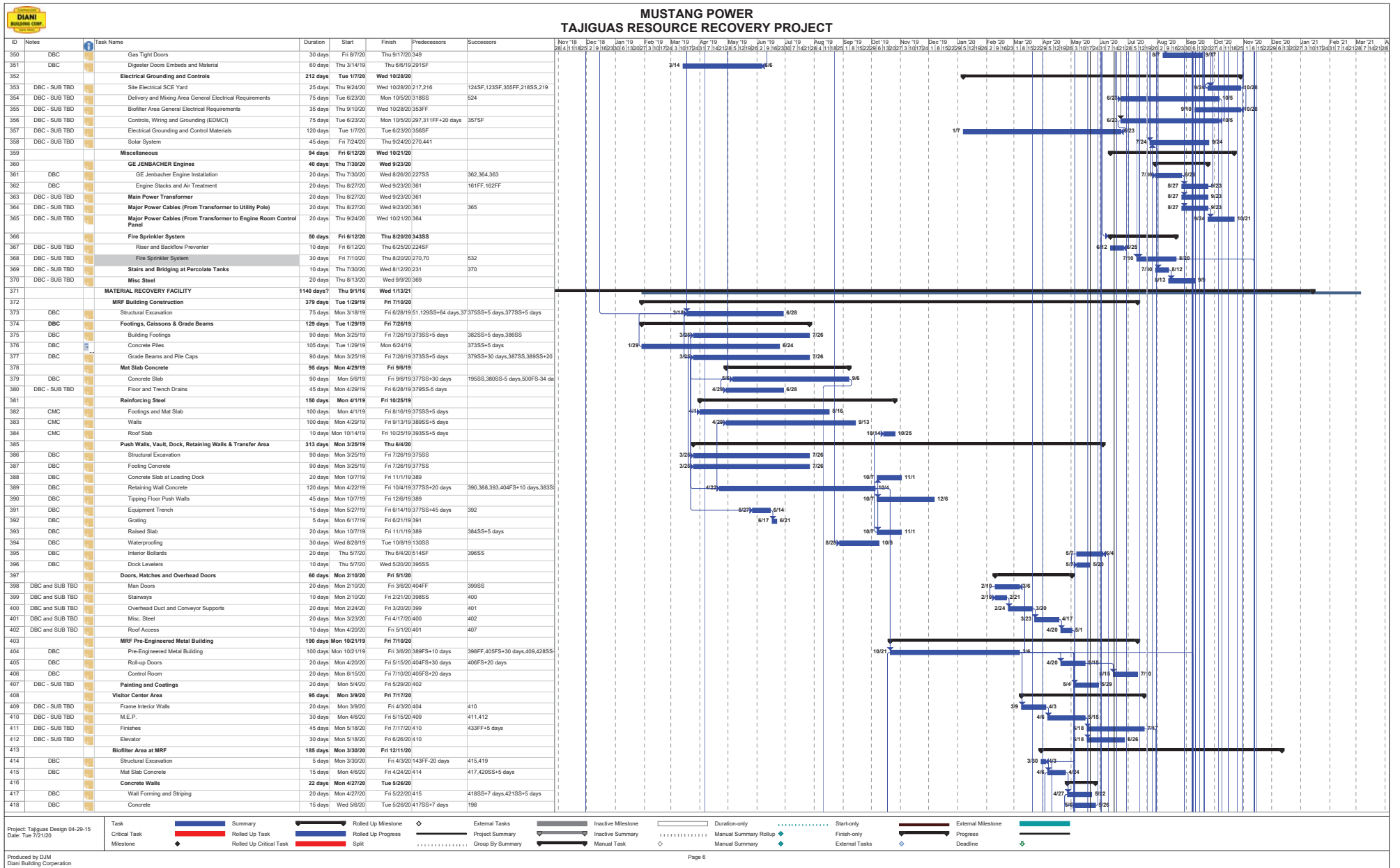


# Third Amended Exhibit C - Third Amended Project Development Schedule

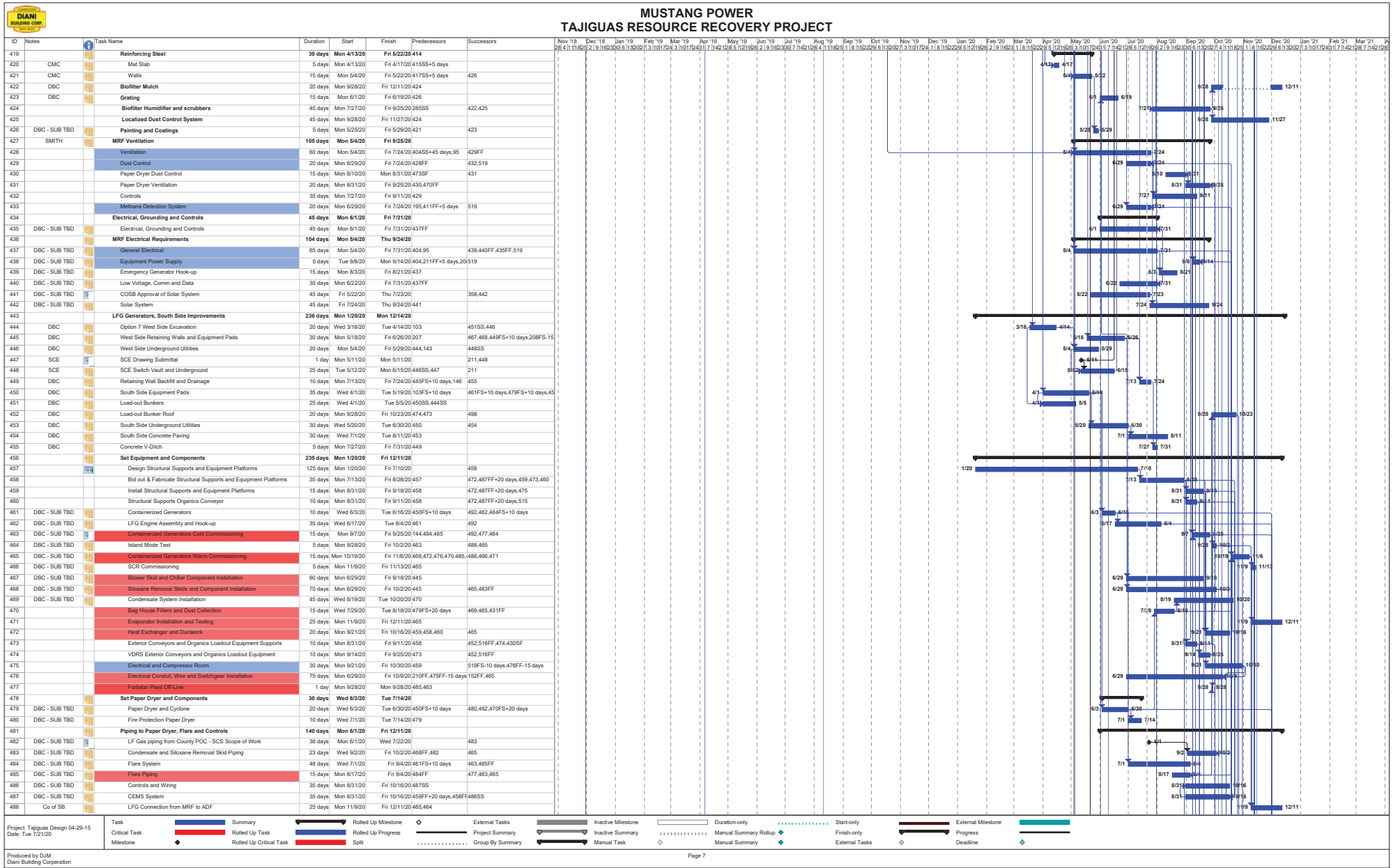




# Third Amended Exhibit C - Third Amended Project Development Schedule



# Third Amended Exhibit C - Third Amended Project Development Schedule






**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

Detailed Construction Cost Budget	Source	Prior Approved Project Capital Cost - 9/18/2018					Revised Project Capital Cost with Approved Changes				
		MRF		ADF/CMU		TOTALS	MRF	ADF/CMU	Total	Variance	
Permits & Entitlements	Mustang	2,131,000	2.90%	3,377,000	3.90%	5,508,000	3.30%	2,131,000	3,377,000	5,508,000	-
Design & Engineering	Mustang	1,920,000	3.40%	3,470,000	4.60%	5,390,000	3.90%	1,920,000	3,470,000	5,390,000	-
General Conditions & Site Work	Diani	8,433,000	11.00%	9,813,000	6.50%	18,246,000	9.10%	8,433,000	9,813,000	18,246,000	-
Building	Diani	21,210,000	28.60%	14,049,000	25.90%	35,259,000	27.50%	21,210,000	14,049,000	35,259,000	-
Plant Equipment & Construction	VDRS/Diani/Beko	26,400,000	30.30%	21,466,000	36.20%	47,866,000	32.80%	26,400,000	21,466,000	47,866,000	-
Solar Energy Facility	Mangan/Diani	1,900,000	2.90%	-	0.00%	1,900,000	1.70%	1,900,000	-	1,900,000	-
Steel Tariff Increase		772,000		1,184,000		1,956,000		772,000	1,184,000	1,956,000	-
DBC Discount Based on CPI Maximum Allowed Amount		(247,000)		(247,000)		(494,000)		(247,000)	(247,000)	(494,000)	-
Contingency	Diani	820,000	1.80%	520,000	2.30%	1,340,000	2.00%	820,000	520,000	1,340,000	-
EPC Wrap	Diani	1,190,000	1.80%	920,000	1.80%	2,110,000	1.80%	1,190,000	920,000	2,110,000	-
Insurance (Construction & Startup)	AJG	490,500	0.40%	490,500	0.50%	981,000	0.50%	490,500	490,500	981,000	-
Start-up & Acceptance	MarBorg & NP	125,000	0.20%	175,000	0.30%	300,000	0.30%	125,000	175,000	300,000	-
Development Fee	Mustang	1,750,000	2.60%	1,340,000	2.60%	3,090,000	2.60%	1,750,000	1,340,000	3,090,000	-
SCE Interconnect			0.00%	1,150,000	1.10%	1,150,000	0.50%	-	1,150,000	1,150,000	-
Contract Administration	County	50,000	0.10%	50,000	0.10%	100,000	0.10%	50,000	50,000	100,000	-
LFG Project by County (Optional)	County/(Diani)		0.00%	9,275,000	0.00%	9,275,000	0.00%	-	9,275,000	9,275,000	-
Project Scope Changes								2,539,625	1,118,194	3,657,819	3,657,819
Additional Contingency								1,039,308	1,060,692	2,100,000	2,100,000
<b>Total Costs</b>		<b>66,944,500</b>	<b>100.00%</b>	<b>67,032,500</b>	<b>100.00%</b>	<b>133,977,000</b>	<b>100.00%</b>	<b>70,523,433</b>	<b>67,032,500</b>	<b>139,734,819</b>	<b>5,757,819</b>
										5,757,819	
<b>Mustang Budget</b>		<b>MRF</b>		<b>ADF/CMU</b>		<b>TOTALS</b>		<b>MRF</b>	<b>ADF/CMU</b>	<b>Totals</b>	<b>Variance</b>
Permits & Entitlements		2,131,000		3,377,000		5,508,000		2,131,000	3,377,000	5,508,000	-
Design & Engineering		1,920,000		3,470,000		5,390,000		1,920,000	3,470,000	5,390,000	-
Development Fee		1,750,000		1,340,000		3,090,000		1,750,000	1,340,000	3,090,000	-
<b>Mustang Budget</b>		<b>5,801,000</b>		<b>8,187,000</b>		<b>13,988,000</b>		<b>5,801,000</b>	<b>8,187,000</b>	<b>13,988,000</b>	<b>-</b>
						<b>119,989,000</b>				<b>125,746,819</b>	<b>5,757,819</b>
<b>Diani Budgets</b>		<b>MRF</b>		<b>ADF/CMU</b>		<b>TOTALS</b>		<b>MRF</b>	<b>ADF/CMU</b>	<b>Totals</b>	
GC & Site Work		8,433,000		9,813,000		18,246,000		8,433,000	9,813,000	18,246,000	-
Building		21,210,000		14,049,000		35,259,000		21,210,000	14,049,000	35,259,000	-
Plant Equipment & Construction				18,966,000		18,966,000			18,966,000	18,966,000	-
LFG Project				9,275,000		9,275,000			9,275,000	9,275,000	-
Solar Energy Facility		1,900,000				1,900,000		1,900,000		1,900,000	-
Steel Tariff Increase		772,000		1,184,000		1,956,000		772,000	1,184,000	1,956,000	-
DBC Discount Based on CPI Maximum Allowed Amount		(247,000)		(247,000)		(494,000)		(247,000)	(247,000)	(494,000)	-
		32,068,000	-	53,040,000		85,108,000		32,068,000	53,040,000	85,108,000	-
Contingency		820,000		520,000		1,340,000		1,859,308	1,580,692	3,440,000	2,100,000
EPC Wrap		1,190,000		920,000		2,110,000		1,190,000	920,000	2,110,000	-
		2,010,000		1,440,000		3,450,000		3,049,308	2,500,692	5,550,000	2,100,000
Project Scope Changes								2,539,625	1,118,194	3,657,819	
<b>Diani Budget</b>		<b>34,078,000</b>		<b>54,480,000</b>		<b>88,558,000</b>		<b>37,656,933</b>	<b>56,658,886</b>	<b>94,315,819</b>	<b>5,757,819</b>
											-
<b>VDRS Budget</b>		<b>26,400,000</b>		<b>2,500,000</b>		<b>28,900,000</b>		<b>26,400,000</b>	<b>2,500,000</b>	<b>28,900,000</b>	<b>-</b>
Diani + VDRS						<b>117,458,000</b>				<b>123,215,819</b>	<b>5,757,819</b>
SCE Interconnection						1,150,000				1,150,000	-
Insurance, start-up and acceptance, contract admin, curre		665,500		715,500		1,381,000		665,500	715,500	1,381,000	-
County - MSB Investors WSA Contract Amount						<b>119,989,000</b>				<b>125,746,819</b>	<b>5,757,819</b>

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<p align="center"><b>DIANI BUILDING CORP.</b>  <b>TRRP MRF BUILDING - OPTION 3</b>  <b>TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA</b></p>					
<p align="right">  </p>					
**** BASE BID ****					
	DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
<b>VISITOR CENTER &amp; MRF OFFICES</b>					
1	VISITOR AREA - THREE STORY WITH 2 EACH ENCLOSED STAIRWAYS	\$ -	\$ 1,705,239	\$ -	\$ 1,705,239
<b>MRF AREA &amp; BUILDING</b>					
1	STRUCTURAL EXCAVATION	\$ 6,211	\$ 11,600	\$ -	\$ 17,811
2	MAT SLAB CONCRETE - 12" THICK	\$ 415,929	\$ 78,697	\$ 712,469	\$ 1,207,095
3	FOOTINGS, PILES AND GRADE BEAMS	\$ 197,356	\$ 1,925,309	\$ 276,867	\$ 2,399,533
4	REINFORCING STEEL	\$ -	\$ 1,195,368	\$ -	\$ 1,195,368
5	PUSH WALLS, VAULTS, LOADING DOCK, RETAINING WALLS AND TRANSFER AREA	\$ 67,367	\$ 2,419,321	\$ 55,000	\$ 2,541,688
6	DOORS AND HATCHES	\$ 9,675	\$ 3,500	\$ 298,750	\$ 311,925
7	PRE-ENGINEERED METAL BUILDING	\$ 41,465	\$ 4,039,549	\$ -	\$ 4,081,014
8	PAINTING AND COATINGS	\$ -	\$ 137,830	\$ -	\$ 137,830
	TOTAL MRF AREA & BUILDING				\$ 11,892,264
<b>BIOFILTER AREA</b>					
1	STRUCTURAL EXCAVATION	\$ 1,242	\$ 2,320	\$ -	\$ 3,562
2	MAT SLAB CONCRETE - 6" & 12" THICK	\$ 69,412	\$ 20,470	\$ 79,561	\$ 169,443
3	WALLS - 8" THICK	\$ 229,066	\$ 26,729	\$ 92,099	\$ 347,893
4	REINFORCING STEEL	\$ -	\$ 102,956	\$ -	\$ 102,956
5	BIOFILTER MATERIAL	\$ 137,160	\$ 326,833	\$ 53,000	\$ 516,993
6	BIOFILTER HUMIDIFIER AND DUST COLLECTION SYSTEM	\$ -	\$ 1,395,807	\$ -	\$ 1,395,807
7	BIOFILTER AREA PRE-ENGINEERED COVER	\$ -	\$ -	\$ -	\$ -
8	PAINTING AND COATINGS	\$ -	\$ 35,200	\$ -	\$ 35,200
	TOTAL BIOFILTER AREA				\$ 2,571,855
<b>PURGING/VENTILATION/UTILITIES</b>					
1	MRF AREA VENTILATION SYSTEM	\$ -	\$ 1,582,774	\$ -	\$ 1,582,774
<b>ELECTRICAL, GROUNDING AND CONTROLS</b>					
1	MRF AREA ELECTRICAL REQUIREMENTS	\$ -	\$ 1,353,298	\$ 15,000	\$ 1,368,298
<b>MISCELLANEOUS</b>					
1	FIRE SPRINKLER SYSTEM AND MISTING SYSTEM	\$ -	\$ 414,873	\$ -	\$ 414,873
	<b>TOTAL</b>	<b>\$ 1,174,882</b>	<b>\$ 16,777,674</b>	<b>\$ 1,582,746</b>	<b>\$ 19,535,302</b>
	COLUMN TOTALS	\$ 1,174,882	\$ 16,777,674	\$ 1,582,746	\$ 19,535,302
0.0%	UNCERTAINTY/LIVING WAGE INCREASE (7/1/2016)	\$ 330,000	\$ -	\$ -	\$ 330,000
6.0%	DBC MARK-UP	\$ 90,293	\$ 1,006,660	\$ 94,965	\$ 1,191,918
0.738%	BOND - IF REQUIRED	\$ 11,774	\$ 131,269	\$ 12,383	\$ 155,426
	<b>TOTAL BASE BID AMOUNT</b>	<b>\$ 1,607,000</b>	<b>\$ 17,916,000</b>	<b>\$ 1,690,000</b>	<b>\$ 21,210,000</b>
		8%	84%	8%	100%

TARIFF INCREASE CALCULATION - MATERIAL ONLY		MATERIAL
REINFORCING STEEL		\$ 701,095
DOORS AND HATCHES		\$ 298,750
PRE-ENGINEERED METAL BUILDING		\$ 2,301,614
FIRE SPRINKLER SYSTEM AND MISTING SYSTEM		\$ 224,031
		<b>\$ 3,525,491</b>
TARIFF INCREASE CALCULATION - MATERIAL ONLY MRF	20.5%	<b>\$ 722,726</b>

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

**DIANI BUILDING CORP.  
TRRP AD FACILITY - OPTION 3  
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA**



**** BASE BID ****				
DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
<b>TECHNOLOGY BUILDING</b>				
CHP, WATER TREATMENT, GAS AND ELECTRICAL ROOMS	\$ -	\$ 683,693	\$ -	\$ 683,693
CONTROL & CONFERENCE ROOM 2ND FLOOR	\$ -	\$ 126,574	\$ -	\$ 126,574
<b>TOTAL TECHNOLOGY BUILDING</b>	\$ -	\$ 810,267	\$ -	\$ 810,267
<b>PERCOLATION TANK - 1 EACH 40' DIA X 24' HIGH &amp; 1 EACH 46' DIA X 31' HIGH WITH 16' DIA INNER TANK</b>				
STRUCTURAL EXCAVATION	\$ 1,242	\$ 2,320	\$ -	\$ 3,562
MAT SLAB CONCRETE - 18" THICK	\$ 26,418	\$ 12,791	\$ 46,541	\$ 85,750
WALLS - 12" THICK	\$ 246,527	\$ 42,817	\$ 113,206	\$ 402,550
RAISED SLAB CONCRETE - 12" THICK	\$ 87,690	\$ 30,815	\$ 43,394	\$ 161,898
REINFORCING STEEL	\$ -	\$ 118,432	\$ -	\$ 118,432
INSULATION AND SIDING	\$ 80,862	\$ 15,783	\$ 77,747	\$ 174,392
DOORS AND HATCHES	\$ 10,366	\$ -	\$ 27,225	\$ 37,591
PAINTING AND COATINGS	\$ -	\$ 8,756	\$ -	\$ 8,756
<b>TOTAL PERCOLATION TANK</b>	\$ 453,105	\$ 231,713	\$ 308,113	\$ 992,932
<b>DELIVERY AND MIXING AREAS</b>				
STRUCTURAL EXCAVATION	\$ 1,863	\$ 3,480	\$ -	\$ 5,343
MAT SLAB CONCRETE - 12" THICK	\$ 152,989	\$ 91,485	\$ 243,442	\$ 487,916
PUSH WALLS - 16" THICK	\$ 634,325	\$ 108,219	\$ 373,114	\$ 1,115,658
REINFORCING STEEL	\$ -	\$ 691,339	\$ -	\$ 691,339
DOORS AND HATCHES	\$ 8,293	\$ 3,000	\$ 7,500	\$ 18,793
DELIVERY AND MIXING AREAS PRE-ENGINEERED METAL BUILDING	\$ 47,266	\$ 1,224,251	\$ 28,317	\$ 1,299,834
PAINTING AND COATINGS	\$ -	\$ 67,596	\$ -	\$ 67,596
<b>TOTAL DELIVERY AREA</b>	\$ 844,736	\$ 2,189,370	\$ 652,373	\$ 3,686,480
<b>BIOFILTER AREA</b>				
STRUCTURAL EXCAVATION	\$ 1,863	\$ 3,480	\$ -	\$ 5,343
MAT SLAB CONCRETE - 6" THICK	\$ 33,354	\$ 5,510	\$ 29,200	\$ 68,065
WALLS - 8" THICK	\$ 154,494	\$ 16,082	\$ 61,990	\$ 232,566
REINFORCING STEEL	\$ -	\$ 52,047	\$ -	\$ 52,047
BIOFILTER MATERIAL	\$ 74,532	\$ 48,000	\$ 28,800	\$ 151,332
BIOFILTER HUMIDIFIER	\$ -	\$ 444,022	\$ -	\$ 444,022
BIOFILTER AREA PRE-ENGINEERED COVER	\$ -	\$ -	\$ -	\$ -
PAINTING AND COATINGS	\$ -	\$ 17,280	\$ -	\$ 17,280
<b>TOTAL BIOFILTER AREA</b>	\$ 264,244	\$ 586,421	\$ 119,990	\$ 970,654
<b>DIGESTER AREA</b>				
STRUCTURAL EXCAVATION	\$ 3,727	\$ 6,960	\$ -	\$ 10,687
MAT SLAB CONCRETE, DRAINAGE & SUMPS - 24" THICK	\$ 340,384	\$ 130,882	\$ 793,852	\$ 1,265,118
WALLS - 12" THICK	\$ 1,417,233	\$ 249,389	\$ 720,527	\$ 2,387,150
RAISED SLAB CONCRETE - 24" THICK	\$ 868,549	\$ 166,003	\$ 690,275	\$ 1,724,828
REINFORCING STEEL	\$ -	\$ 1,332,105	\$ -	\$ 1,332,105
MISCELLANEOUS STEEL STAIRS, HANDRAILS AND PIPING COVER	\$ -	\$ 77,881	\$ 91,425	\$ 169,306
INSULATION AND ROOFING	\$ 120,802	\$ 88,530	\$ 108,156	\$ 317,487
PAINTING AND COATINGS	\$ -	\$ 41,725	\$ -	\$ 41,725
<b>TOTAL DIGESTER AREA</b>	\$ 2,750,695	\$ 2,093,476	\$ 2,404,235	\$ 7,248,406
<b>TOTAL CONSTRUCTION WORKS</b>	\$ 4,312,780	\$ 5,911,247	\$ 3,484,712	\$ 13,708,739
<b>MECHANICAL SYSTEM DETAIL</b>				
<b>PNEUMATICS</b>				
COMPRESSORS AND REGULATOR PANELS	\$ 15,120	\$ -	\$ 11,002	\$ 26,122
EBRO VALVES AND AIR SERVICE	\$ 27,510	\$ -	\$ 117,616	\$ 145,126
PERCOLATE AIR SYSTEM	\$ 17,640	\$ -	\$ 57,949	\$ 75,589
DIGESTER DOOR AIR SYSTEM	\$ 10,808	\$ -	\$ 2,601	\$ 13,409
BEKON COMPRESSED AIR	\$ -	\$ -	\$ 53,450	\$ 53,450
<b>TOTAL PNEUMATICS</b>	\$ 71,078	\$ -	\$ 242,619	\$ 313,697
<b>BIOGAS</b>				
ATTIC AREA	\$ 107,415	\$ -	\$ 62,086	\$ 169,501
CLEANING SYSTEM	\$ 39,060	\$ -	\$ 25,356	\$ 64,416
ENGINE ROOM	\$ 10,815	\$ -	\$ 5,538	\$ 16,353
FLARE PIPING	\$ 50,610	\$ 1,800	\$ 28,599	\$ 81,009
CONDENSATE COLLECTION	\$ 19,530	\$ -	\$ 6,871	\$ 26,401
ZTOF FLARE SYSTEM - 5' x 50'	\$ -	\$ 35,000	\$ 242,750	\$ 277,750
CARBON FILTER AND ACID SCRUBBER	\$ -	\$ 10,000	\$ 50,000	\$ 60,000
BEKON BIOGAS MATERIAL PRICING	\$ -	\$ -	\$ 199,478	\$ 199,478
<b>TOTAL BIOGAS</b>	\$ 227,430	\$ 46,800	\$ 620,677	\$ 894,907
<b>HEATING/COOLING</b>				
DIGESTER PEX SYSTEM	\$ 360,045	\$ 8,500	\$ 98,023	\$ 466,568
PERCOLATE TANK 1 AND 2 PEX SYSTEM	\$ 85,995	\$ -	\$ 19,532	\$ 105,527
ENGINE ROOM	\$ 103,320	\$ 25,000	\$ 76,356	\$ 204,676
BEKON HEATING SYSTEM	\$ -	\$ -	\$ 272,264	\$ 272,264
<b>TOTAL HEATING/COOLING</b>	\$ 549,360	\$ 33,500	\$ 466,174	\$ 1,049,034
<b>PERCOLATE</b>				
MAIN PIPING SYSTEM WITH PUMP	\$ 97,440	\$ -	\$ 103,127	\$ 200,567
FLOW STATION AND FILTRATION SYSTEM (EXCLUDES FILTERS)	\$ 22,260	\$ -	\$ 21,502	\$ 43,762

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

**DIANI BUILDING CORP.  
TRRP AD FACILITY - OPTION 3  
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA**




**** BASE BID ****				
DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
DIGESTER SPRAY AND SUMP SYSTEM	\$ 162,540	\$ -	\$ 75,282	\$ 237,822
BEKON PERCOLATE SYSTEM		\$ -	\$ 274,250	\$ 274,250
<b>TOTAL PERCOLATE</b>	\$ 282,240	\$ -	\$ 474,160	\$ 756,400
<b>PURGING/VENTILATION</b>				
DIGESTER VENTILATION SYSTEM	\$ 188,324	\$ 46,000	\$ 508,871	\$ 743,195
MIXING AREA VENTILATION SYSTEM	\$ 199,997	\$ 5,750	\$ 186,088	\$ 391,835
DELIVERY AREA VENTILATION SYSTEM	\$ 77,700	\$ 5,750	\$ 111,275	\$ 194,725
PAPER DRYING HEATING SYSTEM	\$ -	\$ -	\$ -	\$ -
GENERATOR BREECHINGS	\$ 12,700	\$ 2,150	\$ 19,500	\$ 34,350
VENTILATION SYSTEM		\$ -	\$ 346,302	\$ 346,302
<b>TOTAL PURGING/VENTILATION</b>	\$ 478,721	\$ 59,650	\$ 1,172,036	\$ 1,710,407
<b>HYDRAULIC DOOR SYSTEM</b>				
HYDRAULIC DOOR INSTALLATION, SUPPLY AND INSTALL GATES	\$ 33,172	\$ 64,000	\$ 2,000	\$ 99,172
PUMP, TUBING, CONTROLLERS AND HOSES	\$ -	\$ -	\$ -	\$ -
HYDRAULIC CYLINDERS	\$ -	\$ -	\$ -	\$ -
BEKON DIGESTER DOORS			\$ 560,000	\$ 560,000
<b>TOTAL HYDRAULICS</b>	\$ 33,172	\$ 64,000	\$ 562,000	\$ 659,172
<b>ELECTRICAL, GROUNDING AND CONTROLS</b>				
DELIVERY AND MIXING AREA GENERAL ELECTRICAL REQUIREMENTS	\$ -	\$ 429,446	\$ -	\$ 429,446
BIOFILTER AREA GENERAL ELECTRICAL REQUIREMENTS	\$ -	\$ 43,913	\$ -	\$ 43,913
CONTROLS, WIRING AND GROUNDING	\$ 343,750	\$ 56,250	\$ 311,569	\$ 711,569
UTILITY CONNECTION COSTS			\$ -	\$ -
ELECTRICAL AND CONTROL SYSTEM INCLUDING LICENSES			\$ 583,257	\$ 583,257
<b>TOTAL ELECTRICAL</b>	\$ 343,750	\$ 529,609	\$ 894,826	\$ 1,768,184
<b>MISCELLANEOUS</b>				
GE JENBACHER ENGINE (INCLUDES INSTALL, STACKS, EXHAUST AIR TREATME	\$ -	\$ 672,025	\$ 2,223,450	\$ 2,895,475
GE JENBACHER BEARING REPLACEMENT PER GE GUIDANCE			\$ 238,362	\$ 238,362
FIRE SPRINKLER SYSTEM	\$ -	\$ 142,422	\$ -	\$ 142,422
MISCELLANEOUS STEEL EMBEDS	\$ -	\$ 155,700	\$ 124,300	\$ 280,000
BEKON ADD ADF SPARE PARTS INVENTORY - OPERATIONAL REQ	\$ -	\$ -	\$ 80,000	\$ 80,000
<b>TOTAL MISCELLANEOUS</b>	\$ -	\$ 970,147	\$ 2,666,112	\$ 3,636,259
<b>TOTAL</b>	\$ 6,298,531	\$ 7,614,953	\$ 10,583,316	\$ 24,496,800
COLUMN TOTALS	\$ 6,298,531	\$ 7,614,953	\$ 10,583,316	\$ 24,496,800
UNCERTAINTY/LIVING WAGE INCREASE (7/1/2016)	\$ 340,000	\$ -	\$ -	\$ 340,000
DBC MARK-UP	\$ 398,312	\$ 456,897	\$ 634,999	\$ 1,490,208
BOND - IF REQUIRED	\$ 46,490	\$ 56,207	\$ 78,117	\$ 180,814
<b>TOTAL BASE BID AMOUNT</b>	\$ 7,083,000	\$ 8,128,000	\$ 11,296,000	\$ 26,508,000
	27%	31%	43%	100%
CONTINGENCY			\$ -	\$ -
TRAVEL COSTS, INSURANCES, BONDS			\$ -	\$ -
DESIGN/ENGINEERING - CA TEAM (in Pre-Dev Budget)			\$ -	\$ -
DESIGN/ENGINEERING - BEKON (in Pre-Dev Budget)			\$ -	\$ -
BEKON LICENSE FEE, Supply, commissioning				2,684,144
Total Design, Engineering & BEKON Fees				2,684,144
<b>TOTAL PRICE (USD)</b>				\$ 29,190,000

PER DOLLAR COSTS  
\$ 0.21

TARIFF INCREASE CALCULATION - MATERIAL ONLY		% OF TOTAL	MATERIAL	LINE ITEM ALLOCATION
REINFORCING STEEL		29%	\$ 1,184,719	\$ 242,867.47
INSULATION AND SIDING		2%	\$ 77,747	\$ 15,938.19
DOORS AND HATCHES		1%	\$ 34,725	\$ 7,118.63
DELIVERY AND MIXING AREAS PRE-ENGINEERED METAL BUILDING		17%	\$ 701,449	\$ 143,797.10
MISCELLANEOUS STEEL STAIRS, HANDRAILS AND PIPING COVER		2%	\$ 91,425	\$ 18,742.19
BEKON DIGESTER DOORS		14%	\$ 560,000	\$ 114,800.07
MISCELLANEOUS STEEL EMBEDS AND EXHAUST STACKS		4%	\$ 184,300	\$ 37,781.52
BEKON SUPPLIED STEEL MATERIALS		30%	\$ 1,225,744	\$ 251,277.67
FIRE SPRINKLER SYSTEM		2%	\$ 76,908	\$ 15,766.16
		100%	\$ 4,137,017	\$ 848,089.00
<b>TARIFF INCREASE CALCULATION - MATERIAL ONLY ADF</b>	20.5%		\$ 848,089	

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<b>DIANI BUILDING CORP.</b>					
<b>COUNTY OF SANTA BARBARA - LANDFILL GAS GENERATORS - 2 EACH</b>					
<b>TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA</b>					
					
**** BASE BID ****					
	DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
	<b>LANDFILL GAS GENERATORS - 2 X 420 (GE Jen)</b>				
1	CHP, FLARE AND ELECTRICAL SWITCH GEAR PAD	\$ -	\$ 196,858	\$ -	\$ 196,858
2	LF GAS PIPING TO ENGINES FROM COUNTY POC (COASTAL ZONE)	\$ 16,223	\$ -	\$ 12,398	\$ 28,620
3	LFG CONDENSATE/SILOXANE REMOVAL SYSTEM PIPING	\$ 32,445	\$ -	\$ 24,795	\$ 57,240
4	FLARE PIPING	\$ 75,915	\$ 2,700	\$ 64,027	\$ 142,642
5	ZTOF FLARE SYSTEM - 7' x 50', WITH FENCED ENCLOSURE - 1	\$ -	\$ 59,000	\$ 257,750	\$ 316,750
6	CONDENSATE COLLECTION (CHP CONTAINERS)	\$ 29,295	\$ -	\$ 15,383	\$ 44,678
7	CONTROLS, WIRING AND GROUNDING	\$ 128,906	\$ 21,094	\$ 116,838	\$ 266,838
8	CONTAINERIZED GE JENBACHER ENGINE (INCLUDES, EXHAUST AIR T	\$ -	\$ 953,071	\$ 3,455,460	\$ 4,408,531
9	SITE ELECTRICAL	\$ -	\$ 1,412,143	\$ -	\$ 1,412,143
10	ELECTRICAL DESIGN ALLOWANCE	\$ -	\$ 70,000	\$ -	\$ 70,000
	<b>TOTAL</b>	<b>\$ 282,784</b>	<b>\$ 2,714,866</b>	<b>\$ 3,946,650</b>	<b>\$ 6,944,299</b>
	COLUMN TOTALS	\$ 282,784	\$ 2,714,866	\$ 3,946,650	\$ 6,944,300
5.0%	UNCERTAINTY	\$ 14,139	\$ 135,743	\$ 197,333	\$ 347,215
6.0%	DBC MARK-UP	\$ 17,815	\$ 171,037	\$ 248,639	\$ 437,491
0.75%	BOND - IF REQUIRED	\$ 2,134	\$ 20,484	\$ 29,777	\$ 52,395
	<b>TOTAL BASE BID AMOUNT</b>	<b>\$ 317,000</b>	<b>\$ 3,042,000</b>	<b>\$ 4,422,000</b>	<b>\$ 7,781,000</b>

**Revised Diani LFG Budget at 10/12/17**

CHP Engines - Containerized GE 416 & GE 412 (incl. CEMS & Condensate & Flare (John Zink) 1 @ 7' X50' 1,300 SCFM capacity	1	4,939,957
Site Work/Slabs (Diani)	1	354,933
Mechanical/Piping (Diani)	1	220,588
Site Electrical (switch gear/transformers/line to ADF)	1	306,110
Controls, Wiring and Grounding (Diani)	1	1,582,370
Electrical Design	1	299,004
<b>Total DBC LFG Scope</b>		<b>7,780,000</b>
Piping, valves, etc. for LFG to AD		75,000
LFG supply, compress & pretreat	In DBC	-
CEMS Adder	In DBC	-
SCE interconnect		600,000
SCE transmission lines & meter upgrade (part of interconnect)		300,000
permitting, excl. ERCs		120,000
plan, engineer, commission		300,000
SBC staff		100,000
<b>Sub-total County Scope</b>		<b>1,495,000</b>
<b>Total LFG Project</b>		<b>9,275,000</b>



**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

**DIANI BUILDING CORP.  
COMPOSTING MANAGEMENT UNIT - OPTION 3  
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA**



**** BASE BID ****					
	DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
<b>SITE WORK</b>					
1	GRADING, AC PAVING AND FENCING	\$ -	\$ 1,729,167	\$ -	\$ 1,729,167
2	SITE UTILITIES - WATER, STORM DRAIN, TANKS	\$ -	\$ 1,112,629	\$ -	\$ 1,112,629
3	STORM WATER PREVENTION RUN OFF COLLECTION	\$ -	\$ 73,500	\$ -	\$ 73,500
4	STATIONARY TARP STORAGE SYSTEM	\$ -	\$ -	\$ 392,000	\$ 392,000
5	DIGESTATE CONVEYOR FROM ADF TO CMU (BEKON)		\$ 275,000		\$ 275,000
	<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 3,190,296</b>	<b>\$ 392,000</b>	<b>\$ 3,582,296</b>
	COLUMN TOTALS	\$ -	\$ 3,190,296	\$ 392,000	\$ 3,582,296
0.0%	UNCERTAINTY	\$ -	\$ -	\$ -	\$ -
6.0%	DBC MARK-UP	\$ -	\$ 191,418	\$ 23,520	\$ 214,938
0.74%	BOND - IF REQUIRED	\$ -	\$ 24,961	\$ 2,893	\$ 27,854
	<b>TOTAL BASE BID AMOUNT</b>	<b>\$ -</b>	<b>\$ 3,407,000</b>	<b>\$ 418,000</b>	<b>\$ 3,825,000</b>

Diani Building Corp. Contract Budget	Prior	Revised	Variance
General Conditions & Site Work	\$ 17,696,000	\$ 18,246,000	\$ 550,000
MRF Building	\$ 21,030,000	\$ 21,210,000	\$ 180,000
ADF Building & Systems	\$ 28,990,000	\$ 29,190,000	\$ 200,000
CMU Development Cost	\$ 3,824,000	\$ 3,825,000	\$ 1,000
Solar Energy Facility	\$ 1,900,000	\$ 1,900,000	\$ -
LFG CHP Engines - 2 Each	\$ 9,275,000	\$ 9,275,000	\$ -
Tariff Increase - Steel Material only	\$ -	\$ 1,956,000	\$ 1,956,000
Discount based on CPI Maximum Allowed Amount		\$ (494,000)	\$ (494,000)
<b>Sub-Total Diani Budget (Hard Cost)</b>	<b>\$ 82,715,000</b>	<b>\$ 85,108,000</b>	<b>\$ 2,393,000</b>
Contingency	\$ 1,340,000	\$ 1,340,000	\$ -
EPC Wrap	\$ 2,110,000	\$ 2,110,000	\$ -
<b>Total Diani Budget (Hard &amp; Soft Cost)</b>	<b>\$ 86,165,000</b>	<b>\$ 88,558,000</b>	<b>\$ 2,393,000</b>

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

**DIANI BUILDING CORP.**

**MRF/ADF - GENERAL CONDITIONS AND SITE WORK - OPTION 3  
TAJIGUAS LANDFILL, SANTA BARBARA, CALIFORNIA**



**** BASE BID ****					
	DESCRIPTION	LABOR	EQUIPMENT/SUB	MATERIALS	TOTAL
<b>GENERAL CONDITIONS</b>					
1	GENERAL CONDITIONS	\$ 1,466,214	\$ 356,090	\$ 102,500	\$ 1,924,804
2	PRECONSTRUCTION SERVICES	\$ 57,700	\$ -	\$ 18,750	\$ 76,450
3	QUALITY CONTROL & TESTING	\$ 94,567	\$ 116,301	\$ -	\$ 210,868
4	13 MOS CARRY (MAR 2017-MAR 2018)-ADJUSTED - \$250,000	\$ 437,148	\$ 1,950	\$ 21,840	\$ 460,938
5	8 MOS CARRY (APRIL 2018-NOV 2018)	\$ 422,209	\$ 1,200	\$ 13,440	\$ 436,849
					\$ 3,109,910
<b>SITE WORK</b>					
1	CLEARING, EXCAVATION, GRADING AND CONC/AC PAVING	\$ -	\$ 4,378,485	\$ -	\$ 4,378,485
2	SITE UTILITIES - TANKS, SEWER, WATER AND STORM DRAIN	\$ 55,000	\$ 3,980,650	\$ 256,755	\$ 4,292,404
3	RETENTION AREA AND STORM WATER RUN OFF COLLECTION	\$ -	\$ 141,960	\$ -	\$ 141,960
4	EXTERIOR CHILLER PADS - ON CHP ROOF	\$ -	\$ -	\$ -	\$ -
5	SITE CONCRETE, SOG, RETAINING WALLS	\$ 101,489	\$ 1,821,988	\$ 40,825	\$ 1,964,302
6	REINFORCING STEEL	\$ -	\$ 782,917	\$ -	\$ 782,917
7	SITE ELECTRICAL	\$ -	\$ 2,421,843	\$ -	\$ 2,421,843
					\$ 13,981,912
	<b>TOTAL</b>	<b>\$ 2,634,328</b>	<b>\$ 14,003,384</b>	<b>\$ 454,110</b>	<b>\$ 17,091,822</b>
	COLUMN TOTALS	\$ 2,634,328	\$ 14,003,384	\$ 454,110	\$ 17,091,822
0.0%	UNCERTAINTY	\$ -	\$ -	\$ -	\$ -
6.0%	DBC MARK-UP	\$ 158,060	\$ 840,203	\$ 27,247	\$ 1,025,510
0.75%	BOND - IF REQUIRED	\$ 19,876	\$ 105,655	\$ 3,426	\$ 128,957
	<b>TOTAL BASE BID AMOUNT</b>	<b>\$ 2,812,000</b>	<b>\$ 14,949,000</b>	<b>\$ 485,000</b>	<b>\$ 18,246,000</b>

GCC Delay Costs \$ 466,000  
 Carry adjustment excluding DBC markup & Bond 234,114

TARIFF INCREASE CALCULATION - MATERIAL ONLY		MATERIAL
REINFORCING STEEL		\$ 422,775
		\$ 422,775
TARIFF INCREASE CALCULATION - MATERIAL ONLY SITEWORK	20.5%	\$ 86,669

EXHIBIT I



RESOURCE CENTER CAPITAL COST  
**DIANI BUILDING CORP.**  
**TAJIGUAS RESOURCE RECOVERY PROJECT**  
**JOB NO. 216010**

APPROVED PROJECT CHANGES				
LINE ITEM	DESCRIPTION	CONTRACT AMOUNT (7/16/2020)	MRF	ADF/CMU
131	MRF equipment fire sprinklers	45,692.00	45,692.00	
132	Extra MRF Hydrant	47,767.00	47,767.00	
133	Organics Bunker	42,901.00	42,901.00	
134	Water Well 5 Power Refeed	38,243.00		38,243.00
135	Second MRF Scale	54,505.00	54,505.00	
136	MW-10 Replacement	5,000.00	5,000.00	
137	Water Tank Connection	4,061.00	4,061.00	
138	John Kular Added Design Costs	40,000.00	40,000.00	
139	MEP install scaffolding	75,000.00	75,000.00	
140	Extend LFG Vent Piping	12,398.00		12,398.00
141	LFG System Changes	987,829.00	987,829.00	
142	LCRS 5 Power	15,934.00	15,934.00	
143	Diani Rain Delay - GENERAL CONDITIONS	245,489.00	122,744.50	122,744.50
144	Diani Force Majeure - GENERAL CONDITIONS	490,000.00	245,000.00	245,000.00
145	IEM – Tariff	350,000.00	254,545.45	95,454.55
146	Smith MEP - Tariff	325,000.00	220,646.26	104,353.74
147	Anderson – Tariff	400,000.00		400,000.00
149	BEKON – Tariff	100,000.00		100,000.00
	<b>DIRECT PAYMENT SUBTOTAL</b>	<b>3,279,819.00</b>	<b>2,161,625.21</b>	<b>1,118,193.79</b>
148	VDRS - Tariff	378,000.00	378,000.00	
	<b>DIRECT PAYMENT SUBTOTAL</b>	<b>3,657,819.00</b>	<b>2,539,625.21</b>	<b>1,118,193.79</b>
150	Contingency	2,100,000.00	1,039,307.63	1,060,692.37
	<b>CONTINGENCY SUBTOTAL</b>	<b>2,100,000.00</b>	<b>1,039,307.63</b>	<b>1,060,692.37</b>
	<b>GRAND TOTAL</b>	<b>5,757,819.00</b>	<b>3,578,932.84</b>	<b>2,178,886.16</b>
	<b>DIRECT PAYMENT SUBTOTAL</b>	<b>3,279,819</b>		
	<b>CONTINGENCY SUBTOTAL</b>	<b>2,100,000</b>		
	<b>TOTAL CHANGE ORDER AMOUNT</b>	<b>5,379,819</b>		

3rd Amendment, 9/18/2018

119,989,000

5th Amendment July 2020

**125,368,819**

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<b>VDRS MRF Equipment Cost Budget</b>		<b>\$</b>
	<u>Sorting Line:</u>	
<b>10</b>	Size Reducer SSI	725,000
<b>20</b>	Feed conveyor Unders Size Reducer HBT1200/1800*16000	84,027
	Chain lubrication	1,648
<b>30</b>	Incline conveyor HBT1200/1800*16100	97,951
	Chain lubrication	1,648
<b>40</b>	3D trommel screen	615,461
<b>50</b>	Maintenance platform 3D Screens	72,697
<b>60</b>	Discharge conveyor Overs 3D Screens HBGT250/1400*12400	48,973
<b>70</b>	Quality control conveyor Overs 3D Trommel HBGT250/1400*21750	64,088
<b>80</b>	Sorting platform	186,445
<b>90</b>	Discharge conveyor Ferrous HBGT250/800*10400	31,502
<b>100</b>	Transfer conveyor Ferrous HBGT250/800*18250	45,604
<b>110</b>	Quality control conveyor Wood HBGT250/1400*18750	64,588
<b>120</b>	Quality control platform Wood	39,567
<b>130</b>	Trommel Unders Conveyor TB 1600*9500	62,990
	Scraper inside conveyor	585
	Stainless Steel section	22,087
<b>140</b>	Top belt magnet HBM LD500.1600/1600	75,594
<b>150</b>	Discharge conveyor Ferrous HBGT250/800*14400	37,356
<b>160</b>	Incline conveyor to AWS Screen HBT1200/1600*10000	59,316
	Drainage plate for dirt	996
	Chain lubrication	1,648
<b>170</b>	AWS 550 2540*9000	199,776
	Lightning in screen	1,090
<b>180</b>	Maintenance platform AWS 1 Screen	45,704
<b>190</b>	Discharge conveyor Heavies HBGT250/1400*18900	63,483
	Stainless Steel section	3,839
<b>200</b>	Top belt magnet HBM LD500.1400/1600	78,229
<b>210</b>	Air conveyance	660,518
<b>220</b>	Maintenance platform Wal Air System	92,790
<b>230</b>	Discharge conveyor Middle Heavies HBGT250/1400*27900	82,259
	Stainless Steel section	3,839
<b>240</b>	Top belt magnet HBM 500.28.044	55,501
<b>250</b>	Discharge conveyor Ferrous HBGT250/800*16400	45,208
<b>260</b>	Incline conveyor to Elliptical Separator HBGT250/1400*3900	27,421
<b>270</b>	Elliptical Separator	212,803
<b>280</b>	Maintenance platform	37,345
<b>290</b>	Discharge conveyor Backs of Elliptical Separator HBGT250/800*13900	34,948
<b>300</b>	Incline conveyor Backs of Elliptical Separator HBGT250/800*13900	39,165
<b>310</b>	Discharge conveyor Fines of Elliptical HBGT250/1000*18250	51,582
<b>320</b>	Unders Conveyor Fines AWS Screen TB 1600*25500	125,588
	Scraper inside conveyor	585
	Stainless Steel section	6,593
<b>330</b>	Transfer conveyor Fines HBGT250/1000*19750	53,664
	Cover of the belt	6,917
<b>340</b>	Top belt magnet HBM 500.28.045	50,959
<b>350</b>	Discharge conveyor Ferrous HBGT250/800*4400	22,293
<b>360</b>	Transfer conveyor Ferrous HBGT250/800*9750	30,262
<b>370</b>	Speed Up Conveyor HBGT250/2800*7900	50,074
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<b>VDRS MRF Equipment Cost Budget</b>		<b>\$</b>
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
<b>380</b>	TITECH single-valve isolation box/2800	29,722
<b>390</b>	Maintenance platform	27,687
<b>400</b>	Discharge conveyor Paper HBGT250/1000*12400	39,344
<b>410</b>	Dryer	1,357,989
<b>420</b>	Quality control conveyor from Dryer HBGT250/1200*18900	53,370
	Cover of the belt	4,077
<b>430</b>	Quality control platform	51,761
<b>440</b>	Bunker belt Paper HBT1200/2000*23500	139,407
	Chain lubrication	1,648
<b>450</b>	Negatives / Overs conveyor of Optical and Elliptical Unit HBGT250/2000*12400	67,370
<b>460</b>	Transfer conveyor Negatives / Overs conveyor HBGT250/2000*16900	61,057
<b>470</b>	Quality control conveyor Fuel / Film HBGT250/2000*27750	90,953
<b>480</b>	Transfer conveyor Fuel / Film HBGT250/2000*14250	57,539
<b>490</b>	Transfer conveyor Fuel HBGT250/1000*29250	76,053
<b>500</b>	Speed Up Conveyor HBGT250/2800*6900	46,848
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-200/25	5,341
	EM2	59,236
	CU-COOL	2,471
<b>510</b>	TITECH single-valve isolation box/2800	29,722
<b>520</b>	Maintenance platform	22,631
<b>530</b>	Discharge conveyor Paper HBGT250/1000*14400	44,245
<b>540</b>	Incline conveyor Paper HBGT250/1000*13400	41,036
	Cover of the belt	5,957
<b>550</b>	Transfer conveyor Paper HBGT250/1000*11900	36,945
	Cover of the belt	5,364
<b>560</b>	Negatives conveyor of Optical Units HBGT250/2000*15400	75,426
<b>570</b>	Quality control platform	12,650
<b>580</b>	AWS 1 Unders Conveyor TB 1600*7000	52,776
	Scraper inside conveyor	585
<b>590</b>	Transfer Unders Conveyor AWS Screen TB 1400*11000	50,962
	Scraper inside conveyor	503
	Stainless Steel section	19,609
<b>600</b>	Top belt magnet HBM LD500.1400/1400	66,129
<b>610</b>	Discharge conveyor Ferrous HBGT250/1400*2900	21,028
<b>620</b>	Incline conveyor TB 1400*17500	77,107
	Scraper inside conveyor	503
<b>630</b>	AWS 550 2040*7500	173,321
	Lightening in screen	1,090
<b>640</b>	Maintenance platform	58,777
<b>650</b>	Speed Up Conveyor HBGT250/2800*6400	44,340
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
<b>660</b>	TITECH single-valve isolation box/2800	29,722
<b>670</b>	Maintenance platform	49,716
<b>680</b>	Discharge conveyor Plastics HBGT250/1000*5900	26,923
<b>690</b>	Incline conveyor HBGT250/1000*4400	25,003
<b>700</b>	Elliptical Separator	212,803

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

	<b>VDRS MRF Equipment Cost Budget</b>	<b>\$</b>
710	Maintenance platform	27,839
720	Discharge conveyor Backs of Elliptical Separator HBGT250/2000*2900	28,870
730	Transfer conveyor Backs of Elliptical Separator HBGT250/1400*16900	44,466
740	Incline conveyor Backs of Elliptical Separator HBGT250/1400*16900	57,343
750	Discharge conveyor Ferrous HBGT250/800*33900	70,125
760	Transfer conveyor Ferrous HBGT250/800*19900	48,388
770	Quality control platform Aluminium	26,422
780	Fixed bin Al - 65 m3	29,323
790	Incline conveyor HBGT250/1400*6400	30,113
800	Speed Up Conveyor HBGT250/2000*6400	33,403
	AutoSort 4 NIR1 NIR2 Standard High 2000	169,775
	POLYMER Software	7,216
	VB-400/25	8,402
	EM2	46,860
	CU-COOL	2,471
810	TITECH single-valve isolation box/2000	26,915
820	Maintenance platform	31,758
830	Discharge conveyor Heavies HBGT155/1400*3660	26,139
840	Transfer conveyor Heavies HBGT250/1400*26900	78,037
850	Incline conveyor Heavies HBGT250/1400*12900	46,547
	Stainless Steel section	3,839
860	Top belt magnet HBM 500.28.044	51,666
870	Discharge conveyor Ferrous HBGT250/800*9750	36,652
880	Eddy Current HBM 29.726/12/B-1500	98,677
890	Maintenance platform	35,526
900	Discharge conveyor Negatives of Eddy-Current HBGT250/800*13900	36,850
910	Quality control conveyor Aluminium HBGT250/600*12750	43,847
920	Incline conveyor Heavies HBGT250/2000*18400	59,248
930	Incline conveyor Heavies HBGT250/1600*7400	30,602
940	Transfer conveyor Heavies HBGT250/2000*19400	58,427
950	Speed Up Conveyor HBGT250/2000*6400	31,362
	AutoSort 4 NIR1 NIR2 Standard High 2000	169,775
	C&D Software	6,366
	VB-400/12.5	22,104
	CU-COOL	2,471
960	TITECH single-valve isolation box/2000	26,915
970	Maintenance platform	47,109
980	Catwalk	29,667
990	Quality control conveyor Wood HBGT250/1000*18400	47,393
1000	Quality control platform Wood and Heavies	61,228
1010	Quality control conveyor Heavies HBGT250/1000*18400	47,393
1020	Transfer conveyor Trash HBTB/1200*12500	56,447
1030	Incline conveyor Plastics HBGT250/2000*11900	51,172
1040	Speed Up Conveyor HBGT250/1400*6400	31,362
	AutoSort 4 NIR1 Standard High 1400	135,923
	POLYMER Software	6,116
	VB-400/25	5,931
	CU-COOL	2,471
1050	TITECH single-valve isolation box/1400	26,915
1060	Maintenance platform	40,106
1070	Discharge conveyor PET HBGT250/800*9400	25,570
1080	Speed Up Conveyor HBGT250/2000*9400	41,014

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

	<b>VDRS MRF Equipment Cost Budget</b>	<b>\$</b>
	AutoSort 4 NIR1 Standard High 1400	162,854
	POLYMER Software	6,921
	VB-400/25	8,402
	CU-COOL	2,471
<b>1090</b>	TITECH single-valve isolation box/2000	28,092
<b>1100</b>	Maintenance platform	29,464
<b>1110</b>	Quality control conveyor PET / PE HBGT250/1600*12250	59,671
<b>1120</b>	Discharge conveyor from presort PE/ PET HBGT155/800*3660	24,843
<b>1130</b>	Transfer conveyor for recovery HBGT250/600*7900	28,454
<b>1140</b>	Transfer conveyor for recovery HBGT250/800*7400	26,372
<b>1150</b>	Transfer conveyor for recovery HBGT250/800*10400	32,052
<b>1160</b>	Transfer conveyor for recovery HBGT250/800*8750	36,007
<b>1170</b>	Discharge conveyor 1-7 HBGT155/800*3660	26,251
<b>1180</b>	Discharge conveyor PP HBGT155/800*3660	26,251
<b>1190</b>	Quality control conveyor 1-7/PP HBGT250/1600*18750	72,481
<b>1200</b>	Quality control platform PET / PE / 1-7 / PP	73,974
<b>1210</b>	Fixed bin 1-7 - 65 m3	29,323
<b>1220</b>	Fixed bin PP - 65 m3	29,323
<b>1230</b>	Fixed bin PET - 81 m3	32,020
<b>1240</b>	Fixed bin HDPE Coloured - 52 m3	27,530
<b>1250</b>	Fixed bin HDPE Natural - 52 m3	27,530
<b>1260</b>	Speed Up Conveyor HBGT250/2800*8900	53,674
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
<b>1270</b>	TITECH single-valve isolation box/2800	29,722
<b>1280</b>	Maintenance platform	22,631
<b>1290</b>	Discharge conveyor Heavies HBGT155/1400*3660	26,139
<b>1300</b>	Discharge conveyor Shredder HBT1200/1800*10500	66,990
	Chin lubrication	1,648
<b>1310</b>	Size Reducer SSI	725,000
<b>1320</b>	Incline conveyor HBT1200/1800*13300	85,323
	Chain lubrication	1,648
<b>1330</b>	3D trommel screen	625,204
<b>1340</b>	Trommel Unders Conveyor TB 1600*9500	62,990
	Scraper inside conveyor	585
	Stainless Steel section	22,087
<b>1350</b>	Top belt magnet HBM LD500.1600/1600	75,594
<b>1360</b>	Incline conveyor to AWS Screen HBT1200/1600*10000	59,316
	Drainage plate for dirt	996
	Chain lubrication	1,648
<b>1370</b>	AWS 550 2540*9000	199,776
	Lightening in screen	1,090
<b>1380</b>	Maintenance platform AWS 1 Screen	44,714
<b>1390</b>	AWS 1 Unders Conveyor TB 1600*7000	52,776
	Scraper inside conveyor	585
<b>1400</b>	Speed Up Conveyor HBGT250/2800*14900	74,356
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
<b>1410</b>	TITECH single-valve isolation box/2800	29,722

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

	<b>VDRS MRF Equipment Cost Budget</b>	<b>\$</b>
1420	Maintenance platform	40,342
1430	Discharge conveyor Plastics HBGT250/1000*18400	46,224
1440	Transfer conveyor Plastics HBGT250/1000*3900	20,582
1450	Incline conveyor to Elliptical Separator HBGT250/1000*4400	25,556
1460	Elliptical Separator	212,803
1470	Maintenance platform	27,839
1480	Discharge conveyor Backs of Elliptical Separator HBGT250/2000*2900	28,870
1490	Speed Up Conveyor HBGT250/2800*12400	65,108
	AutoSort 4 NIR1 NIR2 Standard High 2800	239,755
	POLYMER Software	9,590
	VB-400/25	10,874
	EM2	59,236
	CU-COOL	2,471
1500	TITECH single-valve isolation box/2800	29,722
1510	Maintenance platform	22,631
1520	Discharge conveyor Heavies HBGT155/1400*3660	26,139
1530	Bunker belt with drum feeder BDF1200/2000*8000	101,463
	Photocell electric	911
	Higher sidewall towards the wall	1,868
	Chain lubrication	1,648
1540	Incline conveyor HBT1200/2000*16800	104,197
	Chain lubrication	1,648
1550	Pre sort conveyor HBGT250/1600*22750	68,391
1560	OCC screen 2540*7000	139,850
1570	Quality control conveyor OCC HBGT250/1600*4900	26,790
1580	Quality control platform OCC	38,995
1590	Quality control platform OCC	9,033
1600	Discharge conveyor OCC HBGT250/1600*7900	32,881
1610	Discharge conveyor Unders OCC Screen HBGT250/1600*29250	96,606
1620	Transfer conveyor Unders OCC Screen HBGT250/1600*8400	35,072
1630	Incline conveyor Unders OCC Screen HBGT250/1600*33400	101,652
1640	Diverter	8,125
1650	Reversible conveyor HBGT250/1400*3900	27,120
1660	Reversible conveyor HBGT250/1400*3900	27,120
1670	Bunker belt OCC HBT1200/2000*16000	107,673
	Chain lubrication	1,648
1680	Bunker belt Paper HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1690	Bunker belt Film HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1700	Bunker belt X HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1710	Bunker belt OCC HBT1200/2000*16000	107,636
	Chain lubrication	1,648
1720	Bunker belt MRP HBT1200/2000*16000	107,383
	Chain lubrication	1,648
1725	Transfer Conveyor Organics TB 1000*12000	49,634
	Cover over the belt	5,957
1726	Transfer Conveyor Organics TB 1000*13000	52,776
	Cover over the belt	6,917
1727	Two-way Conveyor Organics	42,424
	Cover over the belt	4,077
1728	Two-way Conveyor Organics/Glass	65,992
	Cover over the belt	5,957



**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<b>VDRS MRF Equipment Cost Budget</b>		<b>\$</b>
<b>1729</b>	<b>Maintenance Platform with Stairs</b>	<b>23,569</b>
	<b>Freight, Installation, bonding</b>	<b>22,565</b>
<b>1730</b>	Switchbox sorting system	842,711
	Emergency stop connection	6,640
	Extra loud horn	1,136
	Extra touchscreen operational panel (1)	9,783
	Modem	1,691
	Air conditioning switchbox	35,977
	Remote control bunker	979
	SCADA system	24,158
	<b>Baler Line:</b>	
<b>1740</b>	Feed conveyor Baler HBT1200/2000*21500	96,446
	Chain lubrication	1,648
<b>1750</b>	Incline conveyor Baler HBT1200/2000*20600	102,307
	Drainage plate for dirt	1,105
	Chain lubrication	1,648
<b>1760</b>	Baler, HBC120S(90kW)	472,690
	Middle hopper	2,094
	Belt infeed hopper	4,671
	Viewing platform with caged ladder	4,349
	Bale exit ramp outlet with closed bottom	5,154
	Wire platform behind	4,349
	Wire platform in front	4,349
	Hardox bottom floor plate only	3,543
	Variable channel pressure control	806
	Plastic valve	806
	PET bottle perforator	49,766
	Extra set of photo-electric cells	644
	Higher installation of the baler	9,181
	Cross wires 5 wires horizontal	48,155
	Press for needle slots	162
	Wire platform right	6,282
	Wire platform left	6,282
	Double wires horizontal	2,417
	Large digital bale length display	2,094
	Air-conditioning for switch box	5,476
	BIOS Statistics	3,865
	BIOS Energy	2,577
	BIOS Office	3,061
	ManualSpanish	806
	Project costs	300,148
	Freight (includes duties and insurance)	1,192,000
	Mobilization	18,500
	Electrical Installation	219,958
	Mechanical Installation	2,545,578
	Start-up and Training	38,500
	Compressors (estimated 1750 CFM)	371,500
	Cranes	588,500
	<b>Dust Collection</b>	
	Parts Package	300,000
	Payment, Performance & Completion Bonds	614,709
	<b>TOTAL MSW/SS Line - Delivered and Installed</b>	<b>25,166,728</b>
	<b>Compost Screening/Densimetric Line:</b>	
<b>10</b>	Bunkerfeeder	112,777
<b>20</b>	Incline conveyor TB 1600*17000	86,453
	Scraper inside conveyor	674
<b>30</b>	AWS 550 1640*7500	163,783
	Maintenance platform	6,504
	Cage ladder	1,935
<b>40</b>	Discharge conveyor TB 1400*4000	41,216
	Scraper inside conveyor	580
<b>50</b>	Discharge conveyor TB 1400*7500	41,497
	Scraper inside conveyor	580
<b>60</b>	Incline conveyor TB 1400*18000	81,908
	Scraper inside conveyor	580
<b>70</b>	Vibrating screen/feeder	155,714
	Support and platform	33,516
<b>80</b>	Discharge conveyor TB 1000*12000	55,876
	Scraper inside conveyor	509

**EXHIBIT I  
RESOURCE CENTER CAPITAL COST**

<b>VDRS MRF Equipment Cost Budget</b>		<b>\$</b>
<b>90</b>	Discharge conveyor TB 1400*19000	91,889
	Scraper inside conveyor	580
<b>100</b>	Densimetric Table	439,834
<b>110</b>	Discharge conveyor TBL 600*12000	42,588
	Scraper inside conveyor	504
<b>120</b>	Discharge conveyor TBL 600*4500	28,735
	Scraper inside conveyor	504
<b>130</b>	Discharge conveyor TBL 600*12000	43,842
	Scraper inside conveyor	504
<b>140</b>	Switchbox sorting system	115,288
	Extra loud horn	1,339
	Air conditioning switchbox	7,178
	Project costs	37,953
	Freight	119,000
	Mobilization	12,325
	Electrical Installation	64,875
	Mechanical Installation	196,085
	Start-up and Training	22,500
	Crane, forklift, scissor lift rental	48,000
	Payment, Performance & Completion Bonds	52,025
	<b>TOTAL Densimetric Line - Delivered and Installed</b>	<b>2,109,649</b>
	<b>TOTAL MSW Line and Densimetric Line - Delivered and Installed</b>	<b>27,276,377</b>
	Bonding Amount: add \$124,686 FX Hedge Reimbursement	27,400,000
	<b>CMU Screening Equipment</b>	<b>2,500,000</b>
	<b>MRF Equipment</b>	<b>24,900,000</b>
	To eliminate FX risk	1,290,000
		<b>26,190,000</b>
	<b>Mustang Dewey Group - Santa Barbara</b>	
	004222-0010E-01	
	8/11/2017	
	<i>As per 4/17/17, incl. 3% BRM Increase and based on 1.14</i>	
	Total MSW/SS Line + Compost Line - Delivered and Installed	\$27,276,377
	80% subject to FX fluctuations	
	FX Increase from 1.14 to 1.1821 (end of day 8/11/17) on \$21,821,102	\$805,849
	Additional BRM increase	No Charge
	Hedge till Jan 31, 2018 on \$22,626,951 (\$21,821,102 + \$805,849)	\$452,539
	Increase Bonding fee on previous increase	No Charge
	Increased Bonding Fee on current increase	\$32,466
		=====
	<b>New Price including adjustment for current FX and hedging</b>	<b>\$28,567,231</b>
	New total for Bonding amount (add \$124,686 FX hedge reimbursement)	
	<b>Mustang Dewey Group - Santa Barbara</b>	
	004222-0010E-01	
	10/13/2017	
	<b>Total</b>	
	As per 8/11/17, and based on 1.1821: Total MSW/SS Line + Compost Line - Delivered a	\$28,567,231
	80% subject to FX fluctuations	
	FX increase from 1.1821 to 1.1820 (as of 10/13/17)	(1,933)
	New hedge from Jan 31, 2018 to March 31, 2018 on \$22,851,882 (\$22,853,785 - \$1,933)	198,049
	Labor Rate increase (CBA) 1.55% on 50% of equipment value only (50% of \$22,853,785)	177,117
	General CPI (inflation) increase on remainder for 2 months @2.5% annually	71,148
	Increased Bonding Fee on current increase	11,472
	Discount per County	(250,000)
		=====
	<b>New Price including adjustment for current FX and hedging</b>	<b>\$28,773,084</b>
	New total for Bonding amount (add \$124,686 FX hedge reimbursement)	<b>\$28,900,000</b>
	Steel Tariff Adder	378,000
	<b>Revised VDRS Contract Amount</b>	<b>29,278,000</b>
	Installation based on regular working hours during normal business days, unless specifically mentioned ot	
	<b>Excluded / Customer Responsibility:</b>	
	Bringing electricity to the switchboxes, including the e-stop control box. Bringing Manufacturing of the pits (and roof, if applicable) according to our blueprints Running a telephone line and/or internet access to the TITECH unit (s) depending on	
	<b>Delivery Time:</b>	
	Shipping in approx. 6 - 8 months	
	Delivery time starts from date of signed approval drawing	

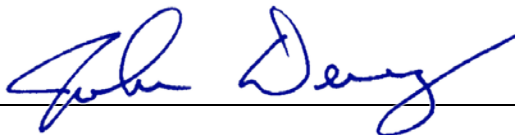
# EXHIBIT K: SECRETARY'S CERTIFICATE

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## 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 Fifth 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: \_\_\_\_\_

July 24, 2020

## **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

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### **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 July 24, 2020 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 5<sup>th</sup> 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)**

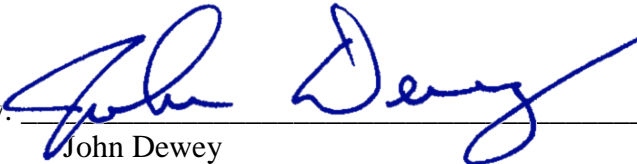
IN TESTIMONY WHEREOF, we have hereunto set our hand.

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 July 24, 2020.

CERTIFIED TO AND ATTESTED BY:

**MSB Investors, LLC**

By:  \_\_\_\_\_  
John Dewey

Its: CEO & Managing Member