

## SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM

## IMPLEMENTATION AGREEMENT

## SCEIP File No. 41030

This Implementation Agreement ("Agreement") is made and entered into as of the last day signed below by and between the COUNTY OF SONOMA, California, ("County") and **GRAPEVINE HOLDINGS L-1, LLC AS TO AN UNDIVIDED 73.8% INTEREST AND FAHRI DINER, AS TO AN UNDIVIDED 26.2% INTEREST** ("Owner").

RECITALS

A. The County has established the Sonoma County Energy Independence Program ("SCEIP" or "Program") pursuant to which County may levy assessments against developed properties in the County, with the consent of the owners of the properties, to finance the acquisition and construction on and/or installation in the assessed properties of certain qualifying renewable energy systems, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, and wildfire safety improvements. The purpose and method of administration of the assessments under the SCEIP are described in the Sonoma County Energy Independence Program Report adopted by the Board of Supervisors of the County on March 25, 2009, as it may be amended from time to time (the "Report").

B. The SCEIP is authorized by Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act").

C. Owner wishes to participate in the SCEIP by executing this Agreement with County and using the moneys advanced by County to finance the Improvements in the Implementation Agreement.

D. Owner has submitted an application to participate in the SCEIP, dated May 31, 2022, a copy of which is in the office of the SCEIP Administrator (the "Program Administrator") and incorporated by this reference (the "Application"). County has approved the Application as provided in the Report. The Application describes, among other things, the renewable energy systems, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, and wildfire safety improvements to be financed, and constructed on and/or installed in the property of Owner described in Exhibit A attached and incorporated by this reference (the "Property"). Concurrently with the execution of this Agreement, the parties hereto have executed that certain Assessment Contract (the "Assessment Contract") pursuant to which Owner agrees that the Property is subject to an assessment (the "Assessment") with interest thereon, and an annual administrative assessment (the "Annual Administrative Assessment") levied against the Property, and consents to recordation of a lien against the Property. In this Agreement, the improvements, together with their acquisition, construction and/or installation on the Property, are referred to as the "Improvements."

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT**1. Contract Documents.**

This Agreement, together with the Application and the Assessment Contract, and the documents and instruments attached to or referenced in this Agreement, and the Application are collectively referred to herein as the "Contract Documents." All of the declarations and warranties of Owner made in the Application are incorporated in this Agreement as if fully set forth herein.

**2. Agreement Term.**

The term of this Agreement shall be until the Assessment described herein and all accrued interest thereon, together with any applicable penalties, costs, fees, and other charges have been paid in full.

**3. Disbursement Amount.**

County agrees to disburse moneys to Owner in the amount of the actual cost of the Improvements (the "Disbursement Amount"); provided the Disbursement Amount shall not exceed **SEVEN HUNDRED TWENTY-TWO DOLLARS THOUSAND ONE HUNDRED SIXTY AND 00/100 (\$722,160.00)** (the "Maximum Disbursement Amount"). The Program Administrator shall determine the Disbursement Amount on the basis of the best available written evidence of the actual cost of the Improvements and in the exercise of the Program Administrator's reasonable judgment. The Program Administrator shall determine the Disbursement Amount following submission of required documentation by Owner that the Improvements have been completed according to the requirements of this Agreement. In the event the actual cost of the Improvements exceeds the Maximum Disbursement Amount, Owner shall be solely responsible for the payment of all costs to complete the Improvements described in the Application which exceed the Maximum Disbursement Amount, and Owner agrees in any event to complete the Improvements and to fund all additional costs over the amount of the Maximum Disbursement Amount.

**4. Special Benefit to Property.**

(a) Owner expressly acknowledges that the Improvements confer a special benefit to the Property in an amount at least equal to the Assessment.

(b) Owner expressly waives the notice, protest and hearing procedures and provisions of any law other than the Act with respect to the levy and collection of the Assessment and Annual Administrative Assessment.

**5. Commencement and Completion of Improvements.**

(a) Consent and Authorization. This Agreement constitutes consent and authorization pursuant to Section 5898.21 of the Act for Owner to purchase directly the related equipment and materials for the Improvements and to contract directly for the construction on and/or installation in the Property of the Improvements.

(b) Date of completion of the Improvements. Subject to Section 14(g), below, Owner agrees to complete installation of the Improvements no later than 90 days after execution of this Agreement. Owner and the Program Administrator may agree to a written request for an extension of this completion date for good cause shown, but in no event shall the completion date be more than one year from the date of this Agreement.

**6. Use of Proceeds.**

Owner shall use the Disbursement Amount for the sole purpose of paying for the reasonable costs and expenses of the Improvements on the Property, and in connection therewith Owner shall comply with all requirements set forth in the Contract Documents.

**7. Disbursement Procedures.**

(a) Notwithstanding anything to the contrary contained herein, and except as otherwise provided in paragraphs (c) and (d) below, County shall have no obligation to disburse funds to Owner unless and until each of the following conditions is satisfied, or any such condition is expressly waived by the Program Administrator:

(i) The receipt by the Program Administrator of a written request from Owner to disburse the Disbursement Amount.

(ii) Receipt by the Program Administrator of a copy of a finalized permit issued by the building inspection department of the jurisdiction within which the Property is located.

(iii) If requested, the receipt by the Program Administrator of a written certification from Owner, and the contractor(s), if any, that installed or constructed the Improvements, stating that installation or construction is complete, and the actual cost of the Improvements. Such certification shall be in form and substance acceptable to the Program Administrator.

(iv) The receipt by the Program Administrator of such other documents and instruments as the Program Administrator may require, including but not limited to, if applicable, the sworn statements of contractor(s) and releases or waivers of lien, all in compliance with the requirements of applicable law.

(v) Owner has, as appropriate, executed and delivered to the Program Administrator the Contract Documents and such other documents or instruments pertaining to the Disbursement Amount or the Improvements as the Program Administrator may require.

(vi) As of the date of disbursement of the Disbursement Amount, the Program Administrator shall have determined that the representations of Owner contained in the Contract Documents are true and correct, and no Default (as defined in Section 14 below) shall have occurred and be continuing.

(vii) No stop payment or mechanic's lien notice pertaining to the Improvements has been filed and remains in effect as of the date of disbursement of the Disbursement amount.

(viii) If requested, County shall have received a title policy with regard to the moneys advanced to Owner.

(ix) Owner will, within fifteen (15) days of presentation by the Program Administrator, execute any and all documents or instruments required by the Contract Documents in connection with the disbursement of funds to Owner.

(b) Upon satisfaction or waiver of the conditions described in paragraph (a), above, County will disburse funds to Owner on the first Business Day (being a day the County is open for business ("Business Day")) of the month immediately following the month in which all of the foregoing conditions were satisfied or waived, provided that documentation relating to completion of the Improvements, and requesting disbursement, has been completed and filed with the Program Administrator at least five Business Days before the end of the month. Otherwise, payment will be made on the first Business Day of the next month.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this Section 7, where the Maximum Disbursement Amount is Forty Thousand Dollars (\$40,000) or greater, County, upon written request of Owner, may make partial disbursements of the Disbursement Amount as interim payments prior to the completion of the Improvements if each of the following conditions is satisfied, or any such condition is expressly waived by the Program Administrator:

(i) Except with respect to the final payment, when an interim payment is requested based on the delivery of material(s) only, the amount of the requested interim payment, when combined with any previous interim payments, does not exceed fifty percent (50%) of the Maximum Disbursement Amount.

(ii) For interim disbursements based on delivery of material(s) only, the Program Administrator, or designee, shall have determined by an onsite inspection that at least seventy-five percent (75%), on a cost basis, of the Improvements for which disbursement is sought or the construction materials necessary for the construction of the Improvements for which disbursement is sought shall have been delivered to the Property and shall have been reasonably secured from theft or vandalism as determined by an onsite inspection performed by County.

(iii) When payment is requested based on the completion of a single measure project, i.e., windows, cool roof, etc., the amount of the requested interim or final payment may be one hundred percent (100%) of the invoiced amount for that single measure project. Evidence of project completion must be demonstrated by providing a copy of the completed permit issued by the local building department for that single measure improvement.

(iv) Disbursements shall be limited to a maximum of two interim disbursements and a final disbursement.

(v) Except with respect to the final payment, when an interim disbursement is requested based on the delivery of material(s) only, Owner has paid to the Program Administrator, or designee, an onsite inspection fee in the amount of \$150.00.

(vi) The conditions to disbursement of the Disbursement Amount contained in paragraphs (a)(v), (vi), (vii), (viii), and (ix) of this Section 7 shall have been satisfied or waived by the Program Administrator. In addition, for the final payment, the conditions to disbursement of the Disbursement Amount contained in paragraphs (a)(i), (ii), (iii), and (iv) of this Section 7 shall also have been satisfied or waived by the Program Administrator.

(d) Notwithstanding the provisions of paragraphs (a) and (b) of this Section 7, where the Maximum Disbursement Amount is less than Forty Thousand Dollars (\$40,000), County, upon written request of Owner, may make partial disbursements of the Disbursement Amount as interim payments prior to the completion of the Improvements if each of the following conditions is satisfied, or any such condition is expressly waived by the Program Administrator:

(i) The Improvements involve multiple participating contractors (not sub-contractors under a participating contractor), and an improvement is completed independent of the other improvements and completion is demonstrated by providing the completed permit issued by the local building department.

(ii) Disbursements shall be limited to a maximum of two interim disbursements and a final disbursement (i.e., one disbursement each to three separate participating contractors for three independent projects).

(iii) All of the conditions to disbursement of the Disbursement Amount contained in paragraph (a) shall have been satisfied or waived by the Program Administrator prior to, and as may be separately applicable to, each disbursement.

(e) Upon satisfaction or waiver of the conditions described in paragraph (c) or (d), above, County will disburse the first interim payment to Owner on the first County Business Day of the month immediately following the month in which all of the foregoing conditions set forth in paragraph (c) or (d) were satisfied or waived, provided that the request for an interim payment, all required documentation relating to such interim payment, and the payment of the onsite inspection fee has been completed and filed with the Program Administrator at least five County Business Days before the end of the month. Otherwise, the interim payment will be made on the first Business Day of the next month. Requests for subsequent interim payment(s) and the final payment may be submitted at any time, with payment to be issued within seven (7) County Business Days upon receipt of all required documentation.

(f) Notwithstanding paragraph (e), above, upon satisfaction or waiver of the conditions described in paragraph (c) or (d), above, County in its sole discretion may disburse funds before the Business Day prescribed in paragraph (e), above, provided that County has sufficient funds in the SCEIP Revolving Fund available for the Maximum Disbursement Amount. If SCEIP Revolving Fund monies have been advanced to pay the Disbursement Amount, for the purposes of determining the amount of interest accrued on the Maximum Disbursement Amount pursuant to Section 5 of the Assessment Contract, the date on which the County is deemed to have disbursed the Maximum Disbursement Amount (for single disbursements) or the first progress payment (for multiple disbursements) to Owner shall be the date on which County incurs a loan for bond financing related to the Assessment Contract, such date being the Business Day prescribed in paragraph (e), above.

(g) After County disburses the first interim payment, County will deposit the balance of the Maximum Disbursement Amount in an escrow account held by the County for that purpose. County will cause disbursements to be made pursuant to this Section 7 from the Progress Payment Escrow Account.

(h) The funds held in the Interim Payment Escrow Account will earn interest at an interest rate equal to the then current daily net interest rate earned by the Sonoma County Treasury Pooled Investment Fund. Interest earned on funds held in the Escrow Account will be applied as a credit against the amount of interest accrued pursuant to Section 5 of the Assessment Contract.

## **8. Representations and Warranties of Owner.**

Owner promises that each representation and warranty set forth below is true, accurate and complete as of the date of this Agreement. By accepting the Disbursement Amount, Owner shall be deemed to have reaffirmed each and every representation and warranty made by Owner in this Agreement and in the Application, as of the date of disbursement. If Owner is comprised of the trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a) Formation; Authority. If Owner is anything other than a natural person, it has complied with all laws and regulations concerning its organization, existence and the transaction of its business, and is in good standing in each state in which it conducts its business. Owner is the owner of the Property and is authorized to execute, deliver and perform its obligations under the Contract Documents, and all other documents and instruments delivered by Owner to County in connection therewith. The Contract Documents have been duly executed and

delivered by Owner and are valid and binding upon and enforceable against Owner in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by Owner, is required for Owner's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither Owner nor the Property is in violation of, and the terms and provisions of the Contract Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting the Property.

(c) No Violation. The terms and provisions of the Contract Documents, the execution and delivery of the Contract Documents by Owner, and the performance by Owner of its obligations contained in the Contract Documents, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which Owner or the Property is bound.

(d) Other Information. All reports, documents, instruments, information and forms of evidence which have been delivered to County related to the Application are accurate, correct and sufficiently complete to give County true and accurate knowledge of their subject matter.

(e) Lawsuits. There are no lawsuits, tax claims, actions, proceedings, investigations or other disputes pending or threatened against Owner or the Property which may impair Owner's ability to perform its obligations hereunder, or which may impair County's ability to levy and collect the Assessment and Annual Administrative Assessment.

(f) No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a Default under this Agreement.

(g) Accuracy of Declarations. The declarations of Owner contained in the Application are accurate, complete and true.

## 9. Owner's Covenants.

Owner promises that each representation and warranty set forth below is true, accurate and complete as of the date of this Agreement. By accepting the Disbursement Amount, or any portion thereof, Owner shall be deemed to have reaffirmed each and every representation and warranty made by Owner in this Agreement and in the application, as of the date of disbursement. If Owner is comprised of the trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust:

(a) Installation and Maintenance of Improvements. Owner shall, or shall cause its contractor(s) to, promptly commence the Improvements, and diligently continue to completion, in a good and workmanlike manner and in accordance with sound construction and installation practices. Owner shall maintain the Improvements in good condition and repair.

(b) Compliance with Law and Agreements. Owner shall complete all Improvements, or cause the Improvements to be completed, in conformity with all applicable laws, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations, standards, and recorded instruments, covenants or agreements affecting the Property. Owner shall comply with and keep in effect all permits, licenses, and approvals required to complete installation of the Improvements.

(c) Site Visits. Owner grants County, its agents and representatives the right to enter and visit the Property at any reasonable time, after giving reasonable notice to Owner, for the purposes of observing the Improvements. County will make reasonable efforts during any site visit to avoid interfering with Owner's use of the Property. Owner shall also allow County to examine and copy records and other documents of Owner which relate to the Improvements. Any site visit, observation or examination by County shall be solely for the purposes of protecting County's rights under the Contract Documents.

(d) Protection Against Lien Claims. Owner shall promptly pay or otherwise discharge any claims and liens for labor done and materials and services furnished to the Property in connection with the Improvements. Owner shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without delay in completing the Improvements.

(e) Notice to Successors in Interest. Owner agrees to provide written notice to any subsequent purchaser of the Property that the Property is subject to an SCEIP assessment lien, and to provide any subsequent purchaser a copy of this Agreement.

(f) Notices. Owner shall promptly notify County in writing of any Default under this Agreement, or any event which, with notice or lapse of time or both, would constitute a Default hereunder.

#### **10. Mechanic's Lien and Stop Notices.**

In the event of the filing of a stop notice or the recording of a mechanic's lien pursuant to applicable law of the State of California and relating to the Improvements, the Program Administrator may summarily refuse to disburse any funds to Owner, and in the event Owner fails to furnish the Program Administrator a bond causing such notice or lien to be released within ten (10) days of notice from the Program Administrator to do so, such failure shall at the option of County constitute a Default under the terms of this Agreement. Owner shall promptly deliver to the Program Administrator copies of all such notices or liens.

#### **11. Owner Responsibility; Indemnification.**

(a) Owner acknowledges that the County has established the Program solely for the purpose of assisting the owners of property in the County with the financing of the acquisition, construction, and installation of qualifying renewable energy systems, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, and wildfire safety improvements. SCEIP is a financing program only. Neither the County, its officials, agents, employees, attorneys and representatives, the Program Administrator, nor SCEIP staff is responsible for selection, management or supervision of the Improvements or of the Improvements' performance. Any issues related to performance of the Improvements should be discussed with chosen contractors or installer, and the manufacturer or distributor of the Improvements. Further, neither the County, its officials, agents, employees, attorneys and representatives, the Program Administrator, nor SCEIP staff is responsible for making Owner whole in the event of loss of the Improvement. Owner is responsible for ensuring its insurance coverage is sufficient to replace the Improvement in the event of loss. In the event of loss of the Improvement, the lien of the Assessment and the Annual Administrative Assessment will remain on the Property pursuant to the terms of the Assessment Contract.

(b) To the extent permitted by law, Owner shall indemnify, defend, protect, and hold harmless County and any and all officials, agents, employees, attorneys and representatives of County (collectively, the "County Parties"), from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Contract Documents, (ii) disbursement of the Disbursement Amount, (iii) the Improvements, (iv) any breach or Default by Owner under the Contract Documents, (v) the levy and collection of the Assessment and the Annual Administrative Assessment, (vi) the imposition of the lien of the Assessment, and (vii) any other fact, circumstance or event related to County's extension and payment of the Disbursement Amount to Owner or Owner's performance of its obligations under the Contract Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the Disbursement or any portion thereof. If the Property is located in an incorporated area, this indemnity shall extend to officials, agents, employees, attorneys and representatives of the City in which the Property is located.

(c) The indemnity obligations described in this Section shall survive the disbursement of funds to Owner, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

#### **12. Waiver of Claims.**

For and in consideration of County's execution and delivery of this Agreement, Owner, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under Owner, hereby waives the right to recover from and fully and irrevocably releases the County Parties from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that Owner may now have or hereafter acquire against any of the County Parties and accruing from or related to (i) the Contract Documents; (ii) the disbursement of the Disbursement Amount; (iii) the levy and collection of the Assessment and the Annual Administrative Assessment; (iv) the imposition of the lien of the Assessment; (v) the issuance and sale of any bonds or other evidences of indebtedness, or other financial arrangements entered into by County pursuant to the SCEIP;

(vi) the performance of the Improvements; (vii) the Improvements; (viii) any damage to or diminution in value of the Property that may result from construction or installation of the Improvements; (ix) any personal injury or death that may result from the construction or installation of the Improvements; (x) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Improvements; (xi) the merchantability and fitness for any particular purpose, use or application of the Improvements; (xii) the amount of energy savings resulting from the Improvements and the Improvements; (xiii) the workmanship of any third parties, and; (xiv) any other matter with respect to the SCEIP. This release includes claims, obligations, liabilities, causes of action, and damages of which Owner is not presently aware or which Owner does not suspect to exist which, if known by Owner, would materially affect Owner's release of the County Parties. If the Property is located in an incorporated area, this waiver shall extend to officials, agents, employees, attorneys and representatives of the City in which the Property is located.

OWNER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Owner's Initials:   nn          bb  

The waivers and releases by Owner contained in this Section shall survive the disbursement of the Disbursement Amount or any portion thereof, the payment of the Assessment in full, the transfer or sale of the Property by Owner, and the termination of this Agreement.

### 13. Further Assurances.

Owner shall execute any further documents or instruments consistent with the terms of this Agreement, including documents and instruments in recordable form, as County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and disbursing funds to Owner.

### 14. Events of Default.

(a) Remedies with respect to the nonpayment of the Assessment or other amounts payable by Owner pursuant to this Agreement or the Assessment Contract are governed by the Assessment Contract and state law.

(b) The failure of any of Owner's representations or warranties to be correct in all material respects, or the failure or delay by Owner to perform any of its obligations under the terms or provisions of the Contract Documents, other than with respect to the payment of the Assessment, the Annual Administrative Assessment, or other amount payable by Owner shall constitute a non monetary default hereunder ("Default"). Owner must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, but in any event, within the time set forth in Section 14(c) below.

(c) If a Default occurs, prior to exercising any remedies under the Contract Documents or the Act, County shall give Owner notice of such Default. If the Default is reasonably capable of being cured within thirty (30) days, Owner shall have such period to effect a cure prior to exercise of remedies by County under the Contract Documents or the Act. If the Default is such that it is reasonably capable of being cured, but not within such thirty (30) day period, and Owner (i) initiates corrective action within such thirty (30) day period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Owner shall have such additional time as is reasonably necessary to cure the Default prior to exercise of any remedies by County. However, in no event

shall County be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a Default, or if the Default is not cured within one hundred and twenty (120) days after the first notice of Default is given.

(d) Subject to the provisions of paragraph (c), above, if any Default occurs County may exercise any or all of the rights and remedies available to it under applicable law, at equity, or as otherwise provided herein. Upon the election of County, if there has been no disbursement, this Agreement shall terminate and, except as otherwise expressly provided herein, the parties have no further obligations or rights hereunder.

(e) Except as provided in Section 17, any and all costs and expenses incurred by County in pursuing its remedies hereunder shall be additional indebtedness of Owner to County.

(f) Except as otherwise expressly stated in this Agreement or as otherwise provided by applicable law, the rights and remedies of County are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by County, at the same time or different times, of any other rights or remedies for the same Default or any other Default. No failure or delay by County in asserting any of its rights and remedies as to any Default shall operate as a waiver of any Default or of any such rights or remedies, or deprive County of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(g) Performance of the covenants and conditions imposed upon Owner hereunder with respect to the commencement and completion of the Improvements shall be excused while and to the extent that, Owner, through no fault or negligence of its own, is prevented from complying therewith by war, riots, strikes, lockouts, action of the elements, accidents, or acts of God beyond the reasonable control of Owner; provided, however, that as soon as the cause or event preventing compliance is removed or ceases to exist the obligations shall be restored to full force and effect and Owner shall immediately resume construction and/or installation of the Improvements.

#### 15. Severability.

Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

#### 16. Notices.

All notices and demands shall be given in writing by first class mail, postage prepaid, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To County: Sonoma County Energy Independence Program  
2300 County Center Drive, Suite A105  
Santa Rosa, CA 95403-3009  
(707) 565-6470  
Attention: Program Administrator

To Owner: GRAPEVINE HOLDINGS L-1, LLC AS TO AN UNDIVIDED 73.8%  
INTEREST AND FAHRI DINER, AS TO AN UNDIVIDED 26.2%  
INTEREST  
2505 GEYERS RD., GEYSERVILLE, CA 95441  
(707) 857-2558

Notwithstanding anything set forth above, after disbursement of funds to Owner, all notices regarding the Assessment shall be sent only as provided by state law.



**17. Attorneys' Fees and Costs.**

In the event that any action is instituted to enforce payment or performance under the Contract Documents, the parties agree that the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by the prevailing party in enforcing the Contract Documents.

**18. No Waiver.**

No disbursement of the Disbursement Amount based upon inadequate or incorrect information shall constitute a waiver of the right of County to receive a refund thereof from Owner.

**19. Governing Law.**

This Agreement shall be governed by the substantive law of the State of California, regardless of any law of conflicts to the contrary in any jurisdiction. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sonoma, State of California.

**20. Assignment.**

(a) County, at its option, may assign any or all of its rights and obligations under this Agreement without obtaining the consent of Owner.

(b) In no event shall Owner assign or transfer any portion of this Agreement or Owner's obligations under the Agreement without the prior express written consent of County, which consent may be granted or withheld in the sole and absolute discretion of the County, nor shall Owner assign or transfer Owner's rights under this Agreement without prior written notice to County. Sale, transfer, or rental of the Property is not an assignment or transfer of this Agreement.

**21. Entire Agreement; Counterparts; Amendment.**

This Agreement, together with the other Contract Documents, is the entire agreement between the parties. Any other agreement related to the Improvements, and any amendment to this Agreement, must be signed in writing by both parties. If there is more than one "Owner," the obligations hereunder of all Owners shall be joint and several.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**22. Special Termination.**

Notwithstanding anything to the contrary contained herein, this Agreement shall terminate and be of no further force or effect if Owner has submitted to the Program Administrator a notice of its decision to cancel this transaction on or prior to the date and time described in the Notice of Right to Cancel which was delivered to Owner upon its execution of this Agreement.

**23. No Third Party Beneficiary Rights.**

This Agreement is entered into for the sole benefit of Owner and County and, subject to the provisions of Sections 10, 11, and 12, no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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IN WITNESS WHEREOF, Owner and County have entered into this Agreement as of the last day signed below.

**Owner 1:**  
GRAPEVINE HOLDINGS L-1, LLC AS TO AN UNDIVIDED 73.8% INTEREST AND FAHRI DINER, AS TO AN UNDIVIDED 26.2% INTEREST

FAHRI DINER, AN INDIVIDUAL BY BRIAN BALL, AS ATTORNEY-IN-FACT  
\_\_\_\_\_  
Owner Name (Please Print)

By: Brian Ball - Attorney in fact  
Owner Signature (Must be Notarized)

Date of Execution by Owner 1:

August 10, 20 22  
Date Year

**Owner 2:**  
GRAPEVINE HOLDINGS L-1, LLC AS TO AN UNDIVIDED 73.8% INTEREST AND FAHRI DINER, AS TO AN UNDIVIDED 26.2% INTEREST

GRAPEVINE HOLDINGS L-1 LLC, A NEVADA LIMITED LIABILITY COMPANY BY FAHRI DINER, DIRECTOR AND PRESIDENT BY BRIAN BALL, AS ATTORNEY-IN-FACT  
\_\_\_\_\_  
Owner Name (Please Print)

By: Brian Ball - Attorney in fact  
Owner Signature (Must be Notarized)

Date of Execution by Owner 2:

August 10, 20 22  
Date Year

**County:**

COUNTY OF SONOMA

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

Program Administrator or Designee  
\_\_\_\_\_  
Title

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Owner(s) Name: GRAPEVINE HOLDINGS L-1, LLC AS TO AN UNDIVIDED 73.8% INTEREST AND FAHRI DINER, AS TO AN UNDIVIDED 26.2% INTEREST  
 Term of Contract: 20 YEARS  
 Property Address: 2505 GEYSERS RD, GEYSERVILLE, CA, 95441  
 APN: 131-030-008-000

Legal Description:

The Property referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Beginning at the intersection of the two courses described as "North 78° 28' West, 5.98 chains and South 81° 48' West 0.29 chains" as said courses are described in the Deed from Walter L. Harvey to Lew W. Cook and Donald E. Carithers, recorded in Book 1560 of Official Records of Sonoma County at page 36 on December 5, 1957; thence South 81° 48' West 19.14 feet to the centerline of Gird Creek; thence along the centerline of Gird Creek, North 28° 12' 32" East 75.87 feet; thence North 31° 25' 52" West 86.29 feet to the Southerly edge of a wood bridge, as said bridge existed on April of 1964; thence along the Southerly edge of a private road, North 57° 51' 46" East 68.61 feet and North 84° 24' 10" East 65.04 feet to the Southwesterly corner of the parcel as deeded from Nellie Bennett to Marjorie A. Hooper and recorded in the Official Records of Sonoma County in Book 1852 at page 217 on October 20, 1961; thence along the boundary of said parcel, South 70° 04' 32" East 147.84 feet; thence North 19° 55' 28" East 147.18 feet; thence North 70° 04' 32" West 35.72 feet to the intersection with a fence to the Northeast; thence along said fence, North 42° 57' 01" East 7.30 feet to a one inch iron pipe; thence continuing North 42° 57' 01" East 285.68 feet to a one inch iron pipe; thence North 45° 32' 40" East 541.85 feet to a one inch iron pipe; thence North 52° 21' 05" East 284.47 feet to a one inch iron pipe; thence leaving said fence line, North 16° 35' 34" East 858.75 feet to a two inch iron pipe on the Southeasterly edge of an unimproved road; thence continuing North 16° 35' 34" East 3257.46 feet to a two inch iron pipe on the Westerly edge of an unimproved road; thence continuing North 16° 35' 34" East 760.60 feet to the Northeasterly boundary line of the Rancho Caslamayomi; thence along said Rancho boundary, South 21° 45' East 3931.21 feet to the Easterly terminus of the course designated "South 44° 30' West 40.31 chains in the aforesaid Deed recorded in Book 1560, page 36, Official Records of Sonoma County; thence South 44° 30' West 2660.46 feet to an iron pin; thence North 48° 38' West 406.56 feet to an iron pin; thence North 62° 03' West 194.04 feet to an iron pin; thence South 18° 57' West 437.58 feet to a white oak marked "C No. 5"; thence South 55° 47' West 267.96 feet to an iron pipe driven near a white oak stump; thence South 86° 42' West 921.04 feet to a white oak blazed and scribed "C No. 3"; thence North 78° 28' West 394.68 feet to the point of beginning, from which point an iron pipe bears South 5° 27' East 10.65 feet and a twelve inch diameter live oak blazed and scribed "C No. 2" bears North 2° 03' West 10.15 feet. The bearings in this description are counter-clockwise, 0° 40' from the basis of the County Road through the property.

Owner's Initials: BB BB

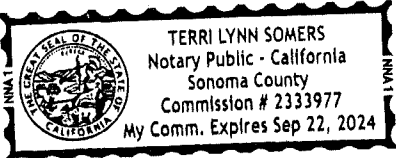
SCEIP USE ONLY:

CONTRACT DATE	AMOUNT FUNDED
	\$

NOTARY ACKNOWLEDGEMENT

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

State of California before me,  
County of Sonoma }  
On August 10, 2022 } TERRI LYNN SOMERS, Notary Public  
Date } Name and Title of Officer  
personally appeared Brian Ball, as Attorney In Fact  
Fabrizio Piner  
Name(s) of Signers



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

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

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

This area for official notary seal.

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

State of California before me,  
County of \_\_\_\_\_ }  
On \_\_\_\_\_ } \_\_\_\_\_, Notary Public  
Date } Name and Title of Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signers

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

This area for official notary seal.