

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

White Pine Development, LLC
Attention: Evan Riley
1808 Wedemeyer Street #221
San Francisco, CA, 94219

Space above for Recorder's Use Only

APNs: 128-422-051, 128-422-065, & 128-422-070

**DEED OF CONVEYANCE OF RENEWABLE ELECTRICITY GENERATING
FACILITIES AND LICENSE AGREEMENT**

THIS Deed Of Conveyance of Renewable Electricity Generating Facilities and License Agreement (this "Agreement"), by and between the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the State of California (hereafter called the "Licensor"), and the White Pine Development, LLC (hereafter referred to contemporaneously as "White Pine" or "Licensee"), is made and entered into on _____, 2025, (the Effective Date).

RECITALS

A. WHEREAS, Licensor is the licensee of certain real property in Sonoma County, California, more particularly described as follows:

Real property described in that certain Grant Deed recorded January 8, 1999 as Document 1999-0002914, and that certain Grant Deed recorded July 2, 2010 as Document 2010-0548862, Official Records of Sonoma County (hereafter referred to as "Licensor's Property"); and

- B. WHEREAS, on _____, 2025, Sonoma Valley County Sanitation District, the fee owner
C. of Licensor's Property (the "District"), and Licensor entered into the Second Amended and Restated Memorandum of Agreement Regarding the Sonoma County Water Agency Internal Service Fund for Electrical Generation and Supply, pursuant to which the District has licensed Licensor's Property to Licensor and has granted Licensor the right to sublicense the land area occupied by the solar photovoltaic facility to another entity.
- D. WHEREAS, the Licensor wants to transfer the existing solar system and property interests to Licensee for removal of the existing solar system and replacement with a new solar system (the "Renewable Energy Generating Facilities").

E. WHEREAS, by this Agreement, Licensee would finance, design, build, own, operate, maintain, and monitor a new solar system at the Licensor's Property to supply electricity to the treatment plant at the property and Licensee would enter into a Solar Power Services Agreement (the "SPSA") with the Power and Water Resources Pooling Authority ("PWRPA") who is the main power provider for facilities owned and operated by the Licensor such as the treatment plant; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby conclusively established, Licensor and Licensee hereby agree as follows:

AGREEMENT

1. **Conveyance of Facilities.** Licensor, by operation of this Agreement, does hereby grant to Licensee, its successors and assigns, all rights, title, and interest in and to those certain renewable electricity generating facilities in its present as-is/with all faults condition located on Licensor's Property.

2. **Grant by Licensor; License; Licensed License Area.** Licensor hereby sublicenses a portion of Licensor's Property, more particularly described in Exhibit A (hereinafter the "License Area") to Licensee upon the Effective Date, and Licensee hereby agrees to sublicense the License Area from Licensor effective upon the Effective Date, all upon the terms and subject to the conditions set forth herein. Licensee acknowledges that Licensee's use of the License Area is subject and subordinate to the rights of the Licensor to use Licensor's Property in the performance of its governmental and proprietary functions. Licensee shall provide Licensor with unimpeded access to the License Area within Licensor's Property except that Licensor shall not make physical contact with Licensee's equipment therein. Licensor reserves the right to cordon off portions of the parking area as necessary for its operational and maintenance activities. In the event Licensor's maintenance, repair and operation of underground wastewater pipelines and appurtenant installations in or adjacent to the License Area, or Licensor's maintenance, repair and operation of channel improvements and appurtenant installations in or adjacent to the License Area causes damages to Licensee's improvements, Licensor shall have no liability for such damage, and the costs of repairing such damage shall be paid by Licensee except to the extent caused by the negligence or willful misconduct of Licensor.

3. **As-Is.** By entering into this Agreement, Licensee accepts the License Area in its present as-is/with all faults condition. Licensee acknowledges that it has conducted any diligence review or other investigations that it has determined are advisable or necessary in order to become familiar with the License Area, its access, and the impact of the terms and conditions of this Agreement and has determined the License Area to be acceptable for the Intended Use (defined below), subject only to Licensee's reliance upon Licensor's representations and warranties set forth herein.

4. **License Term.** The term of this Agreement shall commence upon the Effective Date and shall be continuous unless terminated in accordance with Section 5 below but in no event shall exceed thirty-four (34) years and three hundred sixty-four (364) days (the "Term").

5. **Termination of Agreement.** This Agreement shall automatically terminate if the SPSA between Licensee and PWRPA is terminated or expires. Licensee shall execute a Quitclaim Deed substantially in the form of Exhibit B hereto, and Licensee shall deliver the fully executed and properly notarized/acknowledged Quit Claim Deed to Licensor within 90 days of termination of this Agreement.

6. **Intentionally Omitted**

7. **Use and Occupancy.**

(a) Licensee shall use the License Area to operate, maintain and/or replace the Renewable Electricity Generating Facilities together with the right to enter Licensor's Property for any purpose connected with inspection, conversion, operation, maintenance and/or replacement of the Renewable Electricity Generating Facilities including all lawful uses that are incidental or related to, or not inconsistent with, the intended use, and/or any other lawful use. During the Term, Licensee shall comply with all federal, state, county, and municipal laws, ordinances, regulations, and requirements applicable to Licensee's use of the License Area (collectively, "**Laws**"); provided, however Licensee shall not be responsible for, and Licensor shall retain full responsibility for, any violation of Laws caused by Licensor or by Licensor's affiliates, officers, employees, agents, contractors, or licensees.

(b) Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the License Area. As used herein, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date. Licensee is responsible for any and all costs and liabilities associated with the cleanup of any Hazardous Materials or as required by any regulating authority, and shall indemnify, defend, and hold Licensors harmless against any current or future liabilities resulting from such incident. Notwithstanding the foregoing, Licensee shall not be required to cause the remediation of any condition on the Land, nor otherwise have any liability hereunder, that is not caused by or made worse by the actions of Licensee or its agents.

8. **Liens.** During the Term and Move-out Period, defined below in Section 13(a), Licensee shall exercise best efforts to keep the License Area and its improvements thereon free and clear from liens or claims for work performed, materials furnished, or obligations incurred by Licensee in, on, or about the License Area and, in the event of any such lien, Licensee take all such steps as are necessary to discharge the lien or bond over it. Licensee shall defend and indemnify Licensors from and against any such liens, except to the extent caused by Licensors' active or gross negligence or willful misconduct.

9. **Additional Requirements.** As to the License Area, Licensee shall (i) not commit any waste or legal nuisance thereon, (ii) maintain the License Area in a reasonably neat and orderly condition and not accumulate or dispose of trash or debris thereon, (iii) not bring firearms, lead ammunition, dogs or other animals thereon, (iv) repair any damage to the License Area caused by Licensee, its agents, employees, contractors or any other party under the direct control of Licensee, (v) follow the standard protection measures and standard construction methods for construction and maintenance activities included in Exhibit C Standard Protection Measures For Construction And Maintenance Activities and (v) not destroy, deface, change or remove any survey or boundary line marker or monument or any artifact, rock, plant or animal remains, or permit the same to be done by others who are under the control of, or subject to direction by Licensee.

10. **Licensee's Property.** The Renewable Electricity Generating Facilities and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the License Area and/or Licensors' adjacent property by or for Licensee, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "Licensee's Property") are Licensee's personal property. Licensee's Property is and shall at all times during the Term be deemed to be the property of Licensee, to be removed at Licensee's expense upon the expiration or earlier termination of the Term in accordance with Section 13.

11. **Utilities; Maintenance.** During the Term, (a) Licensee shall contract in its name for and pay for all public utility services used on the License Area by Licensee, and (b) Licensee shall be responsible for the repair and maintenance of the entire License Area, as well as the cost of installation of any utility improvements necessary for Licensee's use or operation. Licensors shall have no responsibility for any supply interruptions in power service during the Term of the Agreement, except to the extent caused by Licensors' negligence or willful misconduct.

12. **Alterations and Construction Rights.** Licensee shall provide written notice to Licensors prior to commencing any repairs, construction, reconstruction or replacement of the Renewable Energy Generating Facilities. Licensee's storage and/or staging of any tools, equipment, or materials shall be at Licensee's sole

risk. Licensor provides no guaranty or warranty as to safety or security of such items.

13. **Effect of Termination.** Within six (6) months after the termination of the Term (the “Move-out Period”), Licensee shall completely remove all of Licensee’s Property and vacate the License Area. Licensee shall be granted a revocable license to access Licensor’s Property as may be reasonably necessary to allow Licensee to complete the removal of Licensee’s Property, subject to the terms and conditions set forth in this Section 13 and Section 18, which shall survive termination of the Term. The removal of Licensee’s Property shall be completed in a manner that does not unreasonably and adversely affect the suitability of the License Area to be used for the same purposes existing as of the Effective Date, and Licensee shall leave the License Area free of any conditions created by Licensee which present a current unreasonable risk of harm to Licensor or members of the public. For the avoidance of doubt, Licensee shall have no obligation to restore any improvements demolished and removed from the License Area as permitted under Section 12 and shall not be required to replant any trees or vegetation removed in connection with the construction of the Renewable Energy Generating Facilities. This Section 13 shall survive the termination of this Agreement.

14. **Taxes.**

(a) The parties acknowledge that Licensor is a public agency, which does not pay property taxes on the Licensor’s Property. During the Term, if Licensee’s use of the License Area results in a change in the taxable status of the License Area. Licensee shall pay such tax liability allocable to the License Area, together with any related interest or penalties, other than interest and/or penalties arising from Licensor’s failure to timely provide Licensee with a copy of any applicable tax bill.

15. **Fire or Other Casualty.** If during the Term, all or part of the License Area or Licensee’s Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Licensee’s sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the License Area and/or Licensee’s Property, as applicable, then Licensee may terminate this Agreement and the License created hereby by providing Licensor with written notice of the same and vacating the License Area in compliance with Section 13 hereof. Licensee, or its successor in interest, shall be entitled to one 100% of any proceeds from casualty insurance policies maintained by Licensee.

16. **Default Termination.** Any termination of this Agreement arising from a Licensee Default, shall not relieve Licensee from any claim for damages, and any such termination shall not prevent Licensor from enforcing claims for damages by any remedy provided by law, or from recovering damages from Licensee for any Default hereunder. All remedies for Licensor shall be cumulative, and no one of them shall be exclusive of any other. No waiver by Licensor of a breach of any of the terms, covenants, conditions, or provisions of this Agreement shall be construed as a waiver of any succeeding or preceding breach of the same or any other term, covenant, condition, or provision herein contained.

17. **Default; Remedies.** The failure by a party hereto to perform its obligations under this Agreement, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced within such thirty (30) day period and thereafter diligently pursued, shall constitute a default hereunder (a “Default”). Following an event of Default, the non-defaulting party may pursue any available remedies at law or in equity including Licensor’s right to declare this Agreement, and all rights and interests created by it, to be terminated and Licensor may recover possession of the License Area. If Licensor is in Default under this Section 17, in addition to other remedies expressly provided herein, Licensee may terminate this Agreement. Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default. Upon termination of this Agreement pursuant to this Section 17, Licensee will remove the Licensor’s Property in accordance with Section 13.

18. **Indemnifications.** Each party agrees to defend (with legal counsel reasonably acceptable to both parties), indemnify, and hold the other party, its parent, subsidiary, and affiliated companies together with their directors, officers, and employees (collectively the “**Indemnitees**”), harmless from and against any and all liabilities, claims, liens, losses, expenses (including reasonable attorneys’ and experts’ fees) and judgments of every kind and nature whatsoever (“**Liabilities**”) to the extent arising directly out of the acts or omissions of the other party or the acts or omissions or intentional misconduct of the other party and its contractors, subcontractors, affiliates, agents, and employees, except to the extent such Liabilities are directly attributable to the negligence or willful misconduct of the non-indemnifying Party. The indemnifying party agrees to investigate, handle, and defend (with legal counsel reasonably acceptable to non-indemnifying party) any such claim, demand, or suit at its expense and to bear all costs (including reasonable attorney and expert fees and costs) related thereto, except to the extent such damages or claims are directly attributable to the negligence or willful misconduct of the non-indemnifying Party. The indemnifying party shall notify the other party in writing of the filing of any claim, demand, or suit promptly after receiving actual notice of the same. The foregoing indemnity shall survive the termination, cancellation, or expiration of this Agreement.

19. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, or immediately upon deposit with a reputable overnight delivery courier, addressed as follows:

If to Licensor: Sonoma Water
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Licensee: White Pine Development, LLC
Attention: Evan Riley
1808 Wedemeyer Street #221
San Francisco, CA, 94219

20. **Insurance; Waiver of Claims/Subrogation.** During the Term and Move-out Period, Licensee shall maintain, or cause to be maintained, insurance on the terms set forth below, at Licensee’s cost and expense:

(a) Commercial general liability insurance covering Licensee and operations of Licensor’s Property, written on “occurrence” policy forms, including coverage for License Area/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal injury, with no exclusions for explosion, collapse and underground perils, or fire (including wild fire), with coverage limits of no less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence, a \$2,000,000 general aggregate, and a products and completed operations liability aggregate limit of not less than \$2,000,000. The commercial general liability policy shall also include a severability of interest clause with no exclusions or limitations on cross liability.

(b) Automobile liability insurance covering Licensee, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. To the extent Licensee does not own any automobiles, contingent liability for hired, leased and non-owned automobiles may be obtained through endorsement to the general liability policy required in Section 20(a) above.

(c) Workers' compensation insurance in accordance with statutory requirements at any time in which Licensee has employees, including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which Licensee is required by applicable law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

(d) Umbrella or excess liability insurance with limits of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the coverage requirements and limits in Sections 20(a), (b) and (c)) covering Licensee and operations of Licensor's Property, and with a term concurrent with that of the commercial general liability insurance and automobile liability insurance required in Sections 20(a) and (b) above.

(e) All liability policies required in Sections 20(a), (b), and (d) above that are maintained by Licensee or on behalf of Licensee shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured and shall not contain an exclusion for cross liability.

(f) Licensor shall be included as additional insureds under the commercial general liability insurance and umbrella/follow form excess insurance required above.

(g) All insurance policies must be issued by insurance carriers that are currently rated by Best Rating Services as A-/VII or better and licensed to conduct business in California.

(h) All insurance maintained by Lessee shall be primary.

(i) All insurance shall provide a thirty (30) calendar day notice of cancellation for non-renewal, ten (10) calendar days for nonpayment of premium. Lessee shall deliver renewal certificates of insurance and, if requested by Lessor, copies of renewal insurance policies, with evidence that the renewal premiums therefor have been fully paid, at least ten (10) calendar days prior to expiration of the then policy period.

(j) Insurance coverage limits required in this Agreement in no way serve as a limitation of Licensee's insurance carrier(s)' legal liability.

(k) Upon Licensor's request, Licensee will promptly furnish Licensor with certificates of insurance evidencing the insurance required to be maintained under this Section 20.

(l) Licensor and Licensee each hereby waives any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Agreement to be covered by any policy of insurance maintained with respect to Licensor's Property, the License Area or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause its insurers issuing insurance policies relating to this Agreement, the Land, the License Area or the Renewable Energy Generating Facilities to provide that such insurers waive all right of recovery by way of subrogation against the other party in connection with any claim, loss or damage covered by such policies.

21. **Subletting.** Licensee may sublicense the License Area, or any part thereof, with Licensor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. In the event Licensee sublicenses all or a portion of the License Area, Licensee shall not be relieved from the responsibility to fulfill the terms and conditions of this Agreement.

22. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of California, and any disputes arising from or relating to this Agreement shall be construed,

governed and interpreted and regulated under the laws of California.

23. **Interpretation; Amendment.** The terms of this Agreement shall not be amended, restated, changed or otherwise modified except in a writing signed by Licensor and Licensee. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **Integration; Anti-Merger.** This instrument, including the attached Exhibits, contains the complete agreement of the parties regarding the subject matter of this Agreement, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of licensor and licensee between the parties as to the License Area; and nothing in this Agreement shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Agreement.

25. **Waiver.** The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Agreement.

26. **Consents; Further Assurances.** Each party shall execute and deliver such further documents and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Agreement. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Agreement, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.

28. **Survival.** Upon the expiration or earlier termination of this Agreement in accordance with its terms, this Agreement shall cease to have force and effect, unless the context requires otherwise to achieve the parties' intent with respect thereto.

29. **Attorneys' Fees.** In the event of any dispute under this Agreement, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

30. **Financing Parties.** Licensor has been advised that part of the collateral securing the financial arrangements for the Renewable Energy Generating Facilities may be the granting of a first priority perfected security interest (the "Security Interest") in the Renewable Energy Generating Facilities to a Financing Party (as defined in Exhibit D), and Licensor further represents that it acknowledges and agrees that it will comply with the provisions set forth in Exhibit D. For the avoidance of doubt, in the event that the Financing Party has succeeded to Licensee's interests under this Agreement, the Financing Party shall cure any default of Licensee under this Agreement and perform any act, duty, or obligation of Licensee under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the later of the dates indicated below.

Licensors:

Sonoma County Water Agency,

a body corporate and politic, organized and existing under and by virtue of the State of California

By: _____
Print Name: _____
Title: _____

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

State of California

County of _____

On _____ before me, _____
(insert name and title of officer)

personally appeared _____, 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 _____ (Seal)

Licensee:

White Pine Development, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

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

State of California

County of _____

On _____ before me, _____
(insert name and title of officer)

personally appeared _____, 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 _____ (Seal)

EXHIBIT A
LICENSE AREA
DESCRIPTION OF PREMISES AND GENERATING FACILITY

SONOMA VALLEY TREATMENT PLANT

Address: 22675 8TH Street East, Sonoma CA 95476

A parcel of land located in the state of California, County of Sonoma, with a situs address of 22675 8TH Street East, Sonoma CA 95476. Currently operated by the Sonoma County Water Agency under a Deed in Fee to the Agency.

The licensed area is shown by the shaded region below, and includes the route to and point of interconnection for delivery of energy from the System to the site electrical system.



EXHIBIT A
LICENSE AREA
DESCRIPTION OF PREMISES AND GENERATING FACILITY

1. System Size: 264kWDC (200 kWAC)
System Acreage: 1.6 Acres

2. Photovoltaic Module(s):

MAKE	MODEL	WATTAGE
Powertracker	Sanyo HIP-200 5208 Modules	856 kWAC

3. Inverter(s):

MAKE	MODEL	RATED POWER
Xantrex	PV225S 4 Total	225 kW

Output Criteria: 480VAC, 3Ph, 4W

4. Racking System: Tracker Ground Mounted System
5. Switchgear, transformers, and any related supports and/or concrete pads
6. DC Cabling and Combiner Boxes
7. AC Trenching and Cabling
8. Remote system monitoring Data Acquisition Systems, including Revenue Grade Metering

[illegible]

**EXHIBIT B
FORM OF QUITCLAIM DEED**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Space Above for Recorder's Use Only

Exempt from the fee per GC 27388.1 (a)(2);
Executed or recorded by a government agency.
A.P.N.s 128-422-051, 128-422-065, & 128-422-070

Deed to Public Agency
Tax \$0 Exempt from Transfer Tax R&T 11922

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **White Pine Development, LLC**, (hereinafter referred to as "Grantor") does hereby Quitclaim unto the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Grantee"), all right, title and interest in and to all that real property, described as follows:

Real property situated in an unincorporated area of the County of Sonoma, State of California described in that certain Deed Conveyance and License Agreement recorded _____ as Document 20__ - _____, Official Records of the County of Sonoma.

It is the express intent of the Grantor hereby, to terminate (i) Any and all interests in and to the renewable electricity generating facilities as defined in said Renewable Electricity Facility Agreement Property referred to in said Deed of Conveyance and License Agreement; and (ii) Any and all rights to use the Licensor's Property conveyed to the Licensee by said Deed of Conveyance and License Agreement.

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the **White Pine Development, LLC**, this ____ day of _____, 20__:

White Pine Development, LLC,:

by: _____

Date: _____

Name: _____

Its: _____

EXHIBIT B
FORM OF QUITCLAIM DEED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

EXHIBIT B
FORM OF QUITCLAIM DEED

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by a Quitclaim Deed dated _____, 20____, from **White Pine Development, LLC**, a California limited liability company to the **Sonoma County Water Agency** a political subdivision of the State of California are hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010.

Sonoma County Water Agency

Dated: _____

Grant Davis
General Manager

EXHIBIT C
STANDARD PROTECTION MEASURES FOR
CONSTRUCTION AND MAINTENANCE ACTIVITIES



Sonoma
Water

MEMORANDUM

[SVTP_Solar_Memo_final]

DATE: March 18, 2025

TO: Dale Roberts

FROM: Yvette O'Keefe *YO*

PROJECT: Sonoma Valley Treatment Plant Solar System Replacement

SUBJECT: STANDARD CONSTRUCTION METHODS TO BE INCLUDED IN AGREEMENT BETWEEN WHITE PINES RENEWABLES, LLC AND SONOMA WATER

Please include the following standard protection measures and standard construction methods for construction and maintenance activities in the lease agreement between White Pine Renewables, LLC and the Sonoma County Water Agency (Sonoma Water), on behalf of the Sonoma Valley County Sanitation District (District), to remove and replace the existing photovoltaic (PV) solar system at the District's treatment plant and maintain the new PV solar system.

- Work Area Boundary
 - Project to occur in areas of existing PV solar system footprint. Please refer to the attached Figure 2 for the PV area.
- Wetland Swale Protection Measures
 - Installation of a silt fence 25 feet from the edge of the existing wetland swale boundary is required in order for White Pine Renewables, LLC to begin construction adjacent to the wetland swale area. Please refer to the attached Figure 2 for the wetland swale boundary.
- Wetland Conservation Area Protection Measure
 - Sonoma Water must approve any staging area on the Sonoma County Sanitation District's treatment plant property.
 - The installation of a silt fence 30 feet from the edge of the existing wetland conservation area (Exhibit A) boundary is required in order for White Pine Renewables, LLC to utilize the adjacent area of the wetland for staging construction materials. Please refer to Exhibit A for the wetland conservation boundary.

EXHIBIT C
STANDARD PROTECTION MEASURES FOR
CONSTRUCTION AND MAINTENANCE ACTIVITIES

- Nesting Bird Protection Measures
 - If construction is scheduled to occur between February 1 and August 31, a qualified wildlife biologist, familiar with the species and habitats in the Project area, would be retained by White Pine Renewables, LLC to conduct pre-construction surveys for raptors and nesting birds within suitable nesting habitat within 300 feet of staging areas and construction activities. Surveys will be conducted within one week before initiation of staging or construction activities within those habitats. If no active nests are detected during surveys, activities may proceed. Construction sites left unattended for more than one week during this season are subject to follow-up bird nesting surveys.
 - If active nests are identified, buffers zones will be established by wildlife biologist in consultation with the California Department of Fish and Wildlife (CDFW). Buffers will remain in place and no Work will be allowed within these buffer zones until wildlife biologist determines the nests have been vacated.
- Cultural Resources Standards
 - If discovery is made of items of historical, archaeological or paleontological interest, immediately cease all Work within a 100-foot radius of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact Sonoma Water and Northwest Information Center. Do not resume Work until authorization is received from Sonoma Water. When resumed, excavation or other activities shall be as directed by Sonoma Water.
 - Additionally, White Pine Renewables, LLC shall comply with Public Resources Code 5097.98 and Health and Human Safety Code 7050.5 as they pertain to the discovery of human remains. If human remains are encountered, White Pine Renewables, LLC shall halt Work within 50 feet of the find and contact Sonoma Water and the Sonoma County Coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. Work shall cease in the immediate area until the Section 5097.98 process is concluded.
- Air Quality Standards
 - Comply with the Sonoma Water Construction Contract Specifications Incorporation of Bay Area Air Quality Management District's Best Management Practices (Appendix A).
- Noise Reduction Standards
 - Construction activities will be limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No construction shall be permitted on Sunday or on holidays.
- Prepare Stormwater Management Plan and Implementation of Caltrans Construction Site Best Management Practices (BMPs) at The Site in Accordance with:
 - The Caltrans Storm Water Quality Handbooks:

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- Caltrans' Construction Site Best Management Practices (BMPs) Manual ([Caltrans Storm Water Quality Handbook](#)):
- Caltrans' Construction Site Monitoring Program Guidance Manual ([Construction Site Monitoring Program Guidance Manual](#)); and
- Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual ([Microsoft Word - October2016 FINAL SWPPP Manual](#))

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SOURCE: Wetland Area: ESA, 2005
Aerial Photos: GlobeXplorer, 2000
Site Layout: SCWA, 2005

SONOMA VALLEY CSD PHOTOVOLTAIC PROJECT . 205244

Figure 2
Proposed Photovoltaic Array Facility

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Exhibit A
Legal Description
Wetland Conservation Area

Real property situated in a presently unincorporated area of the County of Sonoma, State of California, described as follows:

A portion of the lands of Sonoma Valley County Sanitation District described in that certain Grant Deed, recorded July 2, 2010 as Doc. 2010 Official Records of Sonoma County, being more particularly described as follows:

Commencing for reference at southeastern-most corner of Parcel A as described in said Grant Deed, and from which the southwestern-most corner of said Parcel A bears South 89°40'29" West 559.20 feet;

Thence continuing for reference from the said southeastern-most corner of Parcel A, North 82°58'51" West 234.68 feet to the True Point of Beginning;

Thence from said True Point of Beginning, South 89°40'29" West 87.39 feet; Thence North 20°38'19" West 56.19 feet; Thence North 00°24'53" West 25.32 feet; Thence North 29°44'23" East 48.41 feet; Thence North 01°19'49" West 58.92 feet; Thence North 30°28'49" West 70.98 feet; Thence North 14°05'11" West 116.77 feet to a point on the eastern boundary of Easement Area B as described in that certain Easement Agreement recorded February 23, 2011 as Document 2011-017304 Official records of Sonoma County; Thence northerly along the said eastern boundary of Easement Area B, the following four courses:

- 1.) North 00°24'53" West 254.46 feet to the beginning of a curve concave westerly, tangent to its preceding course, and having a radius of 182.00 feet;
- 2.) Thence along the arc of said curve, deflecting to the left through a central (delta) angle of 18°50'31", for an arc distance (length) of 59.85 feet to a point of tangency;
- 3.) Thence North 19°15'24" West 133.14 feet to the beginning of a curve concave southwesterly, tangent to its preceding course, and having a radius of 91.00 feet;
- 4.) Thence along the arc of said curve, deflecting to the left through a central (delta) angle of 15°15'02", for an arc distance (length) of 24.22 feet to the intersection of the said eastern boundary of Easement Area B and the southern boundary of Easement Area D as described in said Easement Agreement;

Thence southeasterly along said southern boundary of Easement Area D, South 73°13'36" East 100.99 feet; Thence departing from the said southern boundary of Easement Area D, South 36°07'23" East 73.07 feet; South 06°50'46" East 628.11 feet; South 00°46'03" East 101.38 feet to the Point of Beginning.

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The hereinabove described Wetland Conservation Area encompasses 78,209 square feet (1.795 acres) of land, more or less.

This Legal Description and its accompanying plat were prepared by me in conformance with the Professional Land Surveyors' Act in June 2011.



John R. Monaghan, PLS 6122

6.27.11
Date

EXHIBIT C **STANDARD PROTECTION MEASURES FOR** **CONSTRUCTION AND MAINTENANCE ACTIVITIES**

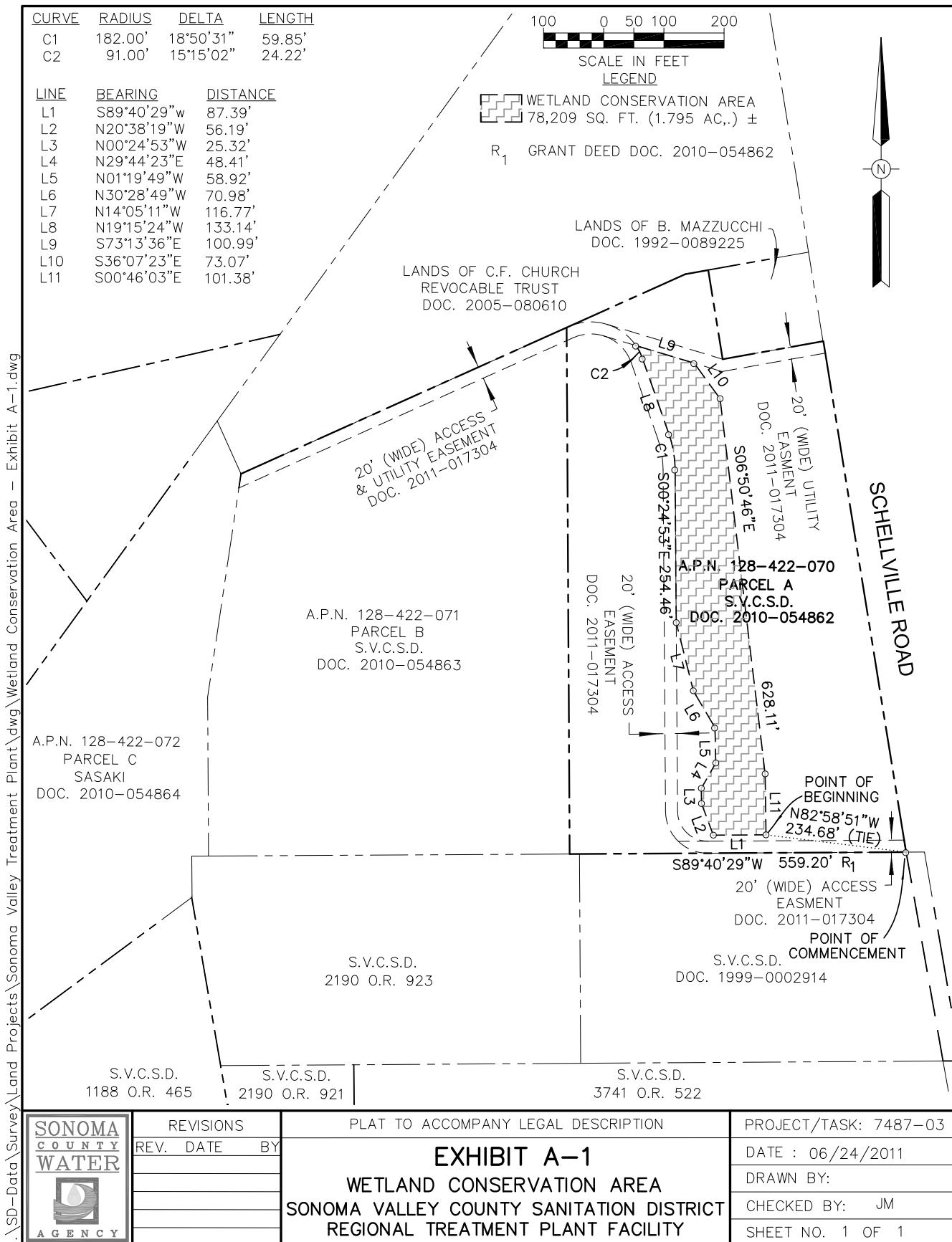


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Appendix A.

Sonoma Water Construction Contract Specifications Incorporation of Bay Area Air Quality Management District's Best Management Practices

Project-Level Air Quality Impacts

On April 20, 2022, the Bay Area Air Quality Management District's (BAAQMD) Board of Directors adopted *CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects and Plans*. The 2022 California Environmental Quality Act (CEQA) Air Quality Guidelines (BAAQMD, 2023) were developed to assist lead agencies in evaluating air quality and climate impacts from proposed land use projects and plans in the San Francisco Bay Area Air Basin (SFBAAB).

Chapter 5, "Project-level Air Quality Impacts", of the 2022 CEQA Air Quality Guidelines provides guidance on how to conduct an air quality analysis at the project level. Construction-related activities, such as soil disturbance, grading, and material hauling, can result in fugitive dust emissions (e.g., PM_{2.5} and PM₁₀). For a project to have a less-than-significant criteria air pollutant impact related to construction-related fugitive dust emissions, it must implement all Air District's basic best management practices (BMPs) listed in Table 5-2 (BAAQMD, 2023). In addition to the mitigation measures described in Table 5-2, projects are strongly encouraged to implement enhanced best management practices to control fugitive dust emissions. These enhanced measures are especially important when there are schools, residential areas, or other sensitive land uses located near the construction site and are described in Table 5-3 (BAAQMD, 2023).

The objectives of the BAAQMD guidance are met through Sonoma County Water Agency's (Sonoma Water) construction contract specifications, which have similar requirements as the recommended basic and enhanced construction-related fugitive dust emissions BMPs. Tables A-1 and A-2 identify the BAAQMD's basic and enhanced BMPs and the location of their inclusion in Sonoma Water's standard construction contract specifications. Some BMPs in Sonoma Water's standard construction contract specifications are incorporated by reference to the California Department of Transportation's (CalTrans) Construction Site Best Management Practices (BMP) Manual (CalTrans, 2017).

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Table A-1. Bay Area Air Quality Management District 2022 CEQA Guidelines - Table 5-2 Basic Best Management Practices for Construction-Related Fugitive Dust Emissions (BAAQMD, 2023)

BAAQMD BMP ID	BAAQMD Basic Best Management Practice	Located in Sonoma Water Standard Contract Specifications at
B-1	All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 5.
B-2	All haul trucks transporting soil, sand, or other loose material off-site shall be covered.	Spec Date: 11/2022; Specification Section 01 10 00 paragraph 1.11, C.
B-3	All visible mud or dirt trackout onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.	Spec Date: 11/2022; Specification Section 01 10 00 paragraph 1.11, G.
B-4	All vehicle speeds on unpaved roads shall be limited to 15 mph.	Spec Date: 11/2022; Contract limits speeds to 10mph on unpaved areas. Specification Section 01 10 00 paragraph 1.11, H.
B-5	All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	Spec Date: 11/2022; Specification Section 01 10 00 paragraph 1.11, E.
B-6	All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.	Spec Date: 11/2022; Contract limits work during high winds to a maximum of 15 mph. Specification Section 01 10 00 paragraph 1.11, D.
B-7	All trucks and equipment, including their tires, shall be washed off prior to leaving the site.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 6 for tracking controls, BMP TC-3
B-8	Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 6 for tracking controls, BMP TC-1.

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BAAQMD BMP ID	BAAQMD Basic Best Management Practice	Located in Sonoma Water Standard Contract Specifications at
B-9	Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.	Spec Date 11/2022. Signs are specified in Specification Section 01 10 00 paragraph 1.11.

¹ CalTrans (California Department of Transportation). 2017. Construction Site Best Management Practices (BMP) Manual. CTSW-RT-17-314.18.1. May 2017.

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Table A-2. Bay Area Air Quality Management District 2022 CEQA Guidelines - Table 5-3 Enhanced Best Management Practices for Construction-Related Fugitive Dust Emissions (BAAQMD, 2023)

BAAQMD BMP ID	BAAQMD Enhanced Best Management Practice	Located in Sonoma Water Standard Contract Specifications at
E-1	Limit the simultaneous occurrence of excavation, grading, and ground-disturbing construction activities.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 3 for Temporary Soil Stabilization; BMP SS-1.
E-2	Install wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 5 for Wind Erosion Control.
E-3	Plant vegetative ground cover (e.g., fast-germinating native grass seed) in disturbed areas as soon as possible and watered appropriately until vegetation is established.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 3 for Temporary Soil Stabilization.
E-4	Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 3 for Temporary Soil Stabilization.
E-5	Minimize the amount of excavated material or waste materials stored at the site.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual Section 3 for Temporary Soil Stabilization; BMP SS-1.
E-6	Hydroseed or apply non-toxic soil stabilizers to construction areas, including previously graded areas, that are inactive for at least 10 calendar days.	Spec Date: 11/2022: By reference to Caltrans Construction Site BMP Manual ¹ Section 3 for Temporary Soil Stabilization, BMP SS-1.

¹ CalTrans (California Department of Transportation). 2017. Construction Site Best Management Practices (BMP) Manual. CTSW-RT-17-314.18.1. May 2017.

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REFERENCES

BAAQMD (Bay Area Air Quality Management District). 2023. 2022 California Environmental Quality Act Air Quality Guidelines. Revised April 20, 2023. Accessed at <https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>

CalTrans (California Department of Transportation). 2017. Construction Site Best Management Practices (BMP) Manual. CTSW-RT-17-314.18.1. May 2017. Accessed at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>

EXHIBIT D
CERTAIN AGREEMENTS FOR THE BENEFIT OF THE FINANCING PARTIES

Licensor acknowledges that Licensee will be receiving financing accommodations from one or more parties who has made or will make a loan to or otherwise provide debt or equity financing to Licensee with respect to the Renewable Energy Generating Facilities (collectively, “**Financing Parties**”) and that Licensee may sell or assign the Renewable Energy Generating Facilities or this Agreement and/or may secure Licensee’s obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Renewable Energy Generating Facilities. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Licensor agrees as follows:

(i) Consent to Collateral Assignment. Licensor consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Licensee to a Financing Party, of Licensee’s right, title, and interest in and to this Agreement.

(ii) Notices of Default. Licensor will deliver to the Financing Party, concurrently with delivery thereof to Licensee, a copy of each notice of default given by Licensor under this Agreement, inclusive of a reasonable description of Licensee default. No such notice will be effective absent delivery to the Financing Party. Licensor will not mutually agree with Licensee to cancel, modify or terminate this Agreement without the written consent of the Financing Party.

(iii) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

a. The Financing Party shall be entitled to exercise, in the place and instead of Licensee, any and all rights and remedies of Licensee under this Agreement in accordance with the terms of this Agreement and only in the event of Licensee’s or Licensor’s default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Renewable Energy Generating Facilities.

b. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Licensee thereunder or cause to be cured any default of Licensee thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Licensee under this Agreement or (unless the Financing Party has succeeded to Licensee’s interests under this Agreement) to perform any act, duty, or obligation of Licensee under this Agreement, but Licensor hereby gives it the option to do so.

c. Upon the exercise of remedies under its security interest in the Renewable Energy Generating Facilities, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Licensee to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Licensor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

d. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection, or other termination of this Agreement pursuant to any process undertaken with respect to Licensee under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Licensor shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(iv) Right to Cure.

Licensor will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Licensee) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement.

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The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to Licensee. The Parties respective obligations will otherwise remain in effect during any cure period; *provided* that if such Licensee default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. If the Financing Party (including any buyer or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Licensee's assets and shall, within the time periods described in herein, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect

(v) Release and Waiver; Financing Agreement Defaults. Until such time as all of Licensee's obligations to any Financing Party under an agreement between Licensee and a Financing Party (a "**Financing Agreement**") (excluding contingent indemnification and reimbursement obligations that, by their express terms, survive the repayment of the loans, interest, fees and other amounts owed under said Financing Agreement) have been paid in full, Licensor hereby waives, releases and relinquishes to said Financing Party all right, title, interest, claim and lien which Licensor has or may in the future have, under any and all applicable laws, including statutory rights, in, to or against the Renewable Energy Generating Facilities. The Renewable Energy Generating Facilities shall not be subject to levy, sale on distress or distraint for rent or any claim, lien, or demand of any kind by Licensor. If an event of default occurs and is continuing under a Financing Agreement, Licensor agrees that the affected Financing Party has the right to (i) enter the License Area to remove or dispose of the Renewable Energy Generating Facilities at any time; (ii) take possession of and succeed to all of Licensee's right, title and interest under this Agreement, including the right to operate the Renewable Energy Generating Facilities, and/or (iii) prepare the Renewable Energy Generating Facilities for sale and/or conduct a sale or liquidation of the Renewable Energy Generating Facilities on the License Area and/or store the Renewable Energy Generating Facilities on the License Area for a reasonable period in connection therewith. The Financing Party shall not be liable for rental storage charges under this Agreement or otherwise. Nothing herein or elsewhere shall be deemed to prevent or limit a Financing Party, at its option, from abandoning any part of the Renewable Energy Generating Facilities. Licensor agrees that any action taken by a Financing Party to exercise its remedies under a Financing Agreement shall not constitute a default or event of default under this Agreement, and this Agreement shall continue in full force and effect following the exercise of such remedies. Any assignment of the membership interests in the Licensee shall constitute a permitted assignment under this Agreement and this Agreement shall continue in full force and effect following such assignment, without the requirement of any further documentation regarding such assignment between Licensee and Licensor.