

AMENDMENT AND ASSIGNMENT AGREEMENT

Mitigation Solutions, LLC, along with its sole member, Maverick Disaster, LLC (“collectively referred to herein as “MSL”), Barnett Southern Corporation, Inc. (“BSC”), and the Santa Maria Valley Water Conservation District (“SMVWCD”, and collectively all referred to hereinafter as the “Parties”) enter into this Amendment and Assignment Agreement (the “Agreement”), acknowledging and agreeing to the following:

1. SMVWCD and MSL entered into the Twitchell Dam and Reservoir Reimbursement Agreement dated January 1, 2023 (the “Reimbursement Contract”).
2. SMVWCD and MSL also entered into the Twitchell Dam and Reservoir Mitigation Contract dated January 19, 2023 (the “Mitigation Contract”). The Mitigation Contract is referred to in the MSA as the “Prime Contract” and encompasses mitigation work to be performed by MSL at the Twitchell Dam and Reservoir (the “Project”).
3. MSL and BSC subsequently entered into a Mutual Master Services Subcontract Agreement on February 1, 2023 (the “MSA”), under which BSC would perform work at the Project on MSL’s behalf.
4. The Parties entered into two Task Orders for the MSA, both of which were executed by the Parties as of February 9, 2023 (the “Task Orders”).
5. The Parties entered into Change Order No. 1 to the MSA on March 8, 2023.
6. MSL and BSC have completed work under Task Order No. 1 and are currently awaiting reimbursement from the Federal Emergency Management Agency (“FEMA”) to SMVWCD for payment of work completed to date.
7. SMVWCD agrees that BSC is entitled to payment in full for the work performed at the Project under the Reimbursement Agreement. BSC acknowledges and agrees that SMVWCD is only obligated to make payment in full for the work performed by BSC at the Project in an amount equal to what SMVWCD is reimbursed by FEMA.
8. MSL and BSC entered into an Assignment, Advance, and Guaranty Agreement, dated August 21, 2023, whereby MSL assigned to BSC its rights and interests in all receivables for the Project.

9. It is the Parties' intent to amend the Reimbursement Contract such that BSC can receive all payables from FEMA and SMVWCD for work performed on the Project.
10. It is understood and agreed that SMVWCD terminated all further obligations of MSL under the Mitigation Contract as of June 5, 2023. It is further understood and agreed that said termination has no effect on the reimbursement obligations to SMVWCD from MSL under the Reimbursement Contract, and that, upon execution of this Agreement, BSC will be entitled to payment in full for all work performed to date on the Project.
11. It is understood and agreed that BSC shall not be responsible for any obligations of MSL towards SMVWCD under the Mitigation Contract, and is only accepting assignment of, and rights to, payment for work performed on the Project pursuant to the Reimbursement Contract.
12. All other terms and conditions of the Mitigation Contract, Reimbursement Contract, MSA and the Task Orders shall remain in full force and effect as they have been amended through the date of execution of this Agreement.
13. The undersigned represents and warrants to all other parties to this Agreement that it has the authority and capacity to enter into this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action of that party, and its members, directors, officers and shareholders, if necessary, and does not and will not violate the provisions of, or constitute a default under, any presently applicable law or any articles of incorporation or bylaws or under any agreement presently binding upon the party.
14. If any provision of this Agreement, or the application thereof to any person or circumstance, is held to be invalid or unenforceable to any extent, all other provisions of this Agreement and application thereof shall remain unaffected and shall remain in full force and effect.
15. This Agreement may be amended only by an instrument in writing signed by all parties hereto.
16. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of September, 2023.

[SIGNATURE PAGE FOLLOWS]

MITIGATION SOLUTIONS, LLC:

Signed: _____

Its: Manager

Name: Jeff H. Jones

Date: _____

Signed: _____

Its: Manager

Name: Gregg Steinhauser

Date: _____

BARNETT SOUTHERN CORPORATION, INC.:

Signed: _____

Its: _____

Name: _____

Date: _____

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT:

Signed: _____

Its: _____

Name: _____

Date: _____