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SETTLEMENT AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
MARIPOSA ENERGY, LLC

1. The BAY AREA AIR QUALITY MANAGEMENT DISTRICT ("DISTRICT") and the MARIPOSA ENERGY, LLC ("MARIPOSA") knowingly and of their own free will enter into this Settlement Agreement.

2. The DISTRICT and MARIPOSA (collectively, the "PARTIES") are separately represented by counsel of their choosing and have consulted about the terms of this Settlement Agreement with their separate and individual counsel.

3. The settlement of the matters addressed in this Settlement Agreement, which include the allegations in DISTRICT Notices of Violation ("NOVs") 62503, 62504, 62505, and 62506 without further litigation, is fair, reasonable and in the interests of the PARTIES and the public.

4. The DISTRICT has issued the NOVs identified in Paragraph 3 above to MARIPOSA, which owns and operates an electrical power plant in Byron, California ("PLANT"), alleging that various DISTRICT Regulations were violated at the PLANT as described in the NOVs. This Settlement Agreement precludes the DISTRICT from seeking criminal or civil penalties under California Health and Safety Code Sections 42400 *et seq.* or taking administrative action for the same alleged actions and alleged violations that are the basis for the NOVs identified in Paragraph 3 above or for violations that could have been asserted arising out of or relating to the alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above.

5. Within thirty (30) days of the execution of this Settlement Agreement, MARIPOSA shall pay by corporate check, made payable to the "Bay Area Air Quality Management District," the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**. The payment shall be mailed or delivered to:

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
OFFICE OF THE GENERAL COUNSEL  
ALEXANDER G. CROCKETT, GENERAL COUNSEL  
375 BEALE ST., SUITE 600  
SAN FRANCISCO, CALIFORNIA 94105

6. Upon execution, this Settlement Agreement will become final and binding upon the PARTIES.

7. MARIPOSA's payment in full of the civil penalty described in Paragraph 5 above will settle and conclude all claims that have been or could have been asserted between the DISTRICT and MARIPOSA arising out of or relating to the allegations and conduct that are the basis for the NOV's identified in Paragraph 3 above.

8. This Settlement Agreement constitutes the entire agreement and understanding between the PARTIES, and fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral, between the PARTIES, concerning these claims.

9. MARIPOSA's entry into this Settlement Agreement is not and shall not be construed as an admission of any liability for conduct, actions or violations of law as alleged in the NOV's identified in Paragraph 3 above.

10. The DISTRICT reserves the right to take future enforcement actions arising out of violations not covered by this Settlement Agreement. In addition, the DISTRICT reserves the right to demand, and MARIPOSA reserves the right to contest, increased penalties in connection with any future alleged violations based on compliance history.

11. The DISTRICT reserves the right to rely upon the alleged violations described in the NOV's identified in Paragraph 3 above and may offer proof thereof in connection with any other administrative or judicial proceeding not related to this proceeding for the purpose of showing a history of violation.

12. MARIPOSA's failure to perform any of the terms or conditions of this Settlement Agreement will render MARIPOSA in violation of the terms and conditions of this Settlement Agreement.

1 13. No agreement to modify, amend, extend, supersede, terminate, or discharge this  
2 Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and  
3 signed by the PARTIES.


4 14. This Settlement Agreement shall be interpreted and enforced in accordance with the laws  
5 of the State of California, without regard to California's choice of law rules.

6 15. Each of the undersigned expressly represents that he or she is authorized to execute this  
7 Settlement Agreement on behalf of the party for whom he or she signs below.

8 \* \* \* \* \*

9 BAY AREA AIR QUALITY  
10 MANAGEMENT DISTRICT  
11 375 Beale Street, Suite 600  
San Francisco, California 94105

MARIPOSA ENERGY, LLC  
4887 Bruns Road  
Byron, California 94514

12 Signed by:  
13 By:   
14 PHILIP M. FINE  
EXECUTIVE OFFICER/APCO

By:   
WAYNE FORSYTH  
PROGRAM MANAGER, EHS  
& REGULATORY

15 Date: 12/13/2024

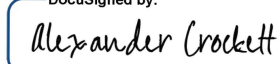
Date: 12-6-24


16 APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

17 BAY AREA AIR QUALITY  
18 MANAGEMENT DISTRICT  
19 Office of the General Counsel  
20 375 Beale Street, Suite 600  
San Francisco, California 94105

MORGAN, LEWIS & BOCKIUS  
One Market, Spear Street Tower, 28th Floor  
San Francisco, California 94105

21 DocuSigned by:  
22 By:   
23 ALEXANDER G. CROCKETT  
GENERAL COUNSEL

By:   
WILLIAM KISSINGER  
COUNSEL FOR MARIPOSA  
ENERGY, LLC

24 JOEL FREID  
ASSISTANT COUNSEL

25 Date: 12/10/2024

Date: 12-6-24