

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of Delaware
(State)

Case number *(if known)*: _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name CalPlant I, LLC

2. All other names debtor used in the last 8 years n/a
 Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 26 - 1881444

4. Debtor's address	Principal place of business		Mailing address, if different from principal place of business			
	<u>6101 State Highway 162</u>		_____			
	<small>Number</small>	<small>Street</small>	<small>Number</small>	<small>Street</small>		
	_____		<u>1338</u>	_____		
		<small>P.O. Box</small>				
	<u>Willows</u>	<u>CA</u>	<u>95988</u>	<u>Willows</u>	<u>CA</u>	<u>95988</u>
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
	<u>Glenn</u>		Location of principal assets, if different from principal place of business			
	<small>County</small>		_____			
			<small>Number</small>	<small>Street</small>		

			<small>City</small>	<small>State</small>	<small>ZIP Code</small>	

5. Debtor's website (URL) www.eurekamdf.com

Debtor CalPlant I, LLC
Name

Case number (if known) _____

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____

7. Describe debtor's business*A. Check one:*

- Health Care Business (as defined in 11 U.S.C § 101(27A))
 Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 Railroad (as defined in 11 U.S.C. § 101(44))
 Stockbroker (as defined in 11 U.S.C. § 101(53A))
 Commodity Broker (as defined in 11 U.S.C. § 101(6))
 Clearing Bank (as defined in 11 U.S.C. § 781(3))
 None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
 Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

*C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.*3 2 2**8 Under which chapter of the Bankruptcy Code is the debtor filing?***Check one:*

- Chapter 7
 Chapter 9
 Chapter 11. *Check all that apply:*

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

A plan is being filed with this petition.

Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.

The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

Debtor CalPlant I, LLC Case number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
 Yes. District _____ When _____ Case number _____
MM / DD / YYYY
 District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
 Yes. Debtor CalPlant I Holdco, LLC Relationship Affiliate
 District Delaware When _____
MM / DD / YYYY
 Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?

- Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property? _____
Number Street

City State ZIP Code

Is the property insured?

- No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

Debtor CalPlant I, LLC
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49 | <input checked="" type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

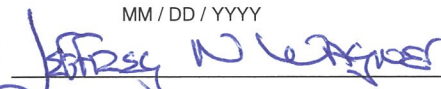
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/05/2021
MM / DD / YYYY

x 
 Signature of authorized representative of debtor

JEFFREY N. WAGNER
 Printed name

Title EXECUTIVE CHAIRMAN

Debtor CalPlant I, LLC
Name

Case number (if known) _____

18. Signature of attorney

x /s/ Eric J. Monzo

Date 10/5/2021

Signature of attorney for debtor

MM / DD / YYYY

Eric J. Monzo

Printed name

Morris James LLP

Firm name

500 Delaware Avenue

Suite 1500

Number Street

Wilmington

DE

19801

City

State

ZIP Code

302-888-6800

emonzo@morrisjames.com

Contact phone

Email address

5214

DE

Bar number

State

Fill in this information to identify the case:	
United States Bankruptcy Court for the District of Delaware	
(State)	
Case number (<i>if known</i>): List <u>[-]</u>	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of CalPlant I Holdco, LLC.

CalPlant I Holdco, LLC
CalPlant I, LLC

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CalPlant I, LLC

Debtor

Chapter 11

Case No. 21-[--] (___)

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Type of Equity Security	Percentage of Equity Held
CalPlant I, LLC	CalPlant I Holdco, LLC	6101 State Hwy 162, Willows, CA 95988	Common	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CalPlant I, LLC

Debtor

Chapter 11

Case No. 21-[--] (___)

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Type of Equity Security	Approximate Percentage of Shares Held
CalPlant I Holdco, LLC	Common	100%

Fill in this information to identify the case:

Debtor name CalPlant I, LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number (If known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Con-Vey LLC PO Box 1399 Roseburg, OR 97470	Mark Halliday (541) 672-5506 mark.halliday@con-vey.com	Equipment Supplier				\$7,050
2	Direct Energy Business P.O. Box 32179 New York, NY 10087-2179	Diane Holman 949-294-0709 diane.holman@directenergy.com	Utility Service				\$237,700
3	Pacific Gas and Electric Box 997300 Sacramento, CA 95899-7300	Tino Nava 530-519-1303 tan4@pge.com	Utility Services				\$988,941
4	Siempelkamp Maschinen Siempelkampstr 75 Krefeld D-47803 Germany	Roland Peltzer (49)151-14736693 roland.peltzer@siempelkamp.com	Equipment Supplier	Contingent, Disputed			\$2,664,099
5	Western States Fire Protection Co 188 Cirby Way Roseville, CA 95678	Madison Lee (916) 924-1631 MADISON.LEE@WSFP.US	Trade Vendor				\$407,183
6							
7							
8							

Fill in this information to identify the case and this filing:

Debtor Name CalPlant I, LLC
 United States Bankruptcy Court for the: _____ District of Delaware
 (State)
 Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/05/2021
 MM / DD / YYYY

X /s/ Jeffrey Wagner
 Signature of individual signing on behalf of debtor

Jeffrey Wagner
 Printed name

Executive Chairman
 Position or relationship to debtor

**CONSENT OF THE INDEPENDENT DIRECTOR
ON BEHALF OF THE BOARD OF DIRECTORS
OF CALPLANT I, LLC**

October 1, 2021

Bankruptcy Relief

The undersigned (the “*Independent Director*”), having been authorized by the board of directors (the “*Board*”) of CalPlant I, LLC, a California limited liability company (the “*Company*”), to exercise certain authority on behalf of the Board under the terms of the resolutions adopted by the Board on October 1, 2021 (a copy of which resolutions is attached to this consent as Exhibit A, the “*Delegation Resolutions*”), does hereby consent to the adoption of the following resolutions by written consent on behalf of the entire Board pursuant to the authority granted under the California Revised Uniform Limited Liability Company Act, the Second Amended and Restated Operating Agreement of the Company, dated as of September 21, 2021 (the “*Operating Agreement*”), and the Delegation Resolutions:

Commencement of Chapter 11 Case

WHEREAS the Board and the Independent Director have extensively discussed and analyzed, in consultation with the Company’s management and financial and legal advisors, the alternatives available to the Company, and has determined that seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code (the “*Bankruptcy Code*”) by the Company presents the best opportunity for preserving and maximizing the value of the enterprise for the benefit of the Company, its creditors, employees and stakeholders, its sole member (CalPlant I Holdco, LLC, the “*Sole Member*”), and other interested parties of and in the Company;

WHEREAS, after consideration of all factors and information the Independent Director deems relevant, the Independent Director deems it desirable for, fair to and in the best interests of the Company, the Sole Member, creditors, and stakeholders and other parties in interest of and in the Company and the Subsidiary, that the Company file or cause to be filed a voluntary petition on behalf of the Company for relief under the provisions of Chapter 11 of the Bankruptcy Code, in which the authority for the Company to operate as a debtor-in-possession will be sought (the “*Chapter 11 Case*”), and having obtained the consent of the Sole Member for such filing;

NOW THEREFORE, BE IT RESOLVED as follows:

RESOLVED that the Independent Director hereby determines that the Company shall file a petition seeking relief under the provisions of Chapter 11 of the Bankruptcy Code (the “*Petition*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”);

RESOLVED that the Independent Director hereby determines that any of the officers or agents of the Company (the “*Authorized Officers*”), and each of them, acting either individually or jointly, after obtaining advice from the Company’s financial and legal advisors and obtaining relevant information from the responsible employees of the Company, are hereby authorized and

directed, in the name and on behalf of the Company, to execute and verify the Petition and any documents related thereto, and to cause the same to be filed in the Bankruptcy Court;

RESOLVED that, without limiting the generality of the foregoing, the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized and directed, in the name and on behalf of the Company, to execute one or more declarations and other documents relating to the Petition, including (without limitation) an overview of the Company's business and support for each of the motions requested in connection with the Petition, each in form and substance prepared and reviewed by the Company's financial and legal advisors and approved by such Authorized Officer, the execution thereof by such Authorized Officer to be conclusive evidence of such approval;

RESOLVED that the Independent Director hereby determines that the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, in the name and on behalf of the Company, to employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals in executing, verifying or filing the Petition with a view to its successful prosecution;

Retention of Bankruptcy Professionals and Payment of Fees and Expenses

RESOLVED that the Independent Director hereby determines that the law firm of Morrison & Foerster LLP ("***Morrison & Foerster***") shall be employed as bankruptcy counsel to the Company in the Chapter 11 Case, subject to the approval of the Bankruptcy Court, and in connection therewith the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application for authority to retain the services of Morrison & Foerster;

RESOLVED that the Independent Director hereby determines that the law firm of Morris James LLP ("***Morris James***") shall be employed as local bankruptcy counsel to the Company in the Chapter 11 Case, subject to approval of the Bankruptcy Court, and in connection therewith the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application for authority to retain the services of Morris James;

RESOLVED that the Independent Director hereby determines that the firm of Paladin Management Group ("***Paladin***") shall be employed to provide restructuring and financial advisory services to the Company in the Chapter 11 Case, subject to the approval of the Bankruptcy Court, and in connection therewith the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application for authority to retain the services of Paladin;

RESOLVED that the Independent Director hereby determines that the firm of Prime Clerk LLC (“*Prime Clerk*”) shall be employed as claims and noticing agent for the Company in the Chapter 11 Case, subject to the approval of the Bankruptcy Court, and in connection therewith the Authorized Officers, and each of them, acting either individually or jointly, are hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application for authority to retain the services of Prime Clerk; and

RESOLVED, that the Authorized Officers, and each of them, are authorized, empowered, and directed, in the name and on behalf of the Company, to incur and pay or cause to be paid all such fees and expenses as in their judgment shall be necessary, appropriate, or advisable to effectuate the purpose and intent of any and all of the foregoing resolutions, the making of any such payment conclusive evidence of the due authorization and approval thereof by the Independent Director and the Board.

DIP Financing Documents

WHEREAS the Independent Director has been presented with a summary of the material terms on which the Company may obtain senior secure priming super-priority debtor-in-possession financing (which summary is attached as Exhibit B to these resolutions, and the documents evidencing and securing such financing, together with all ancillary and other documents contemplated thereby or related thereto are referred to as the “*DIP Financing Documents*”); and

WHEREAS the Independent Director deems it desirable for, fair to and in the best interests of the Company, the Sole Member, creditors, and stakeholders and other parties in interest, that the Company borrow an aggregate principal amount of up to \$28,400,000 (or such greater amount as may be approved by any Authorized Officer) pursuant to the terms and conditions to be set forth in the DIP Financing Documents, and to authorize and approve (i) entry into by the Company and borrowing under the DIP Financing Documents and (ii) the execution, delivery and performance of any documents applicable to the Company and relating to the DIP Financing Documents to which the Company is or may become a party.

NOW, THEREFORE, BE IT RESOLVED as follows:

RESOLVED that any of the Authorized Officers, and each of them, are hereby authorized, directed and empowered, in the name and on behalf of the Company, to make, execute and deliver, either jointly or severally, any and all DIP Financing Documents, in such forms as any Authorized Officer may approve, to which the Company is or may become a party and any and all amendments, supplements, modifications, extensions, renewals, replacements and agreements, documents and instruments relating to the foregoing;

RESOLVED that the forms, terms and provisions of the DIP Financing Documents in such forms as any Authorized Officer may approve are hereby authorized and approved in all respects;

RESOLVED that the Authorized Officers, and each of them, are hereby authorized, directed and empowered, in the name and on behalf of the Company: (i) to borrow under the DIP

Financing Documents such amount or amounts of money or obtain such other financial accommodations as may be made available to the Company or the Sole Member under the DIP Financing Documents, and (ii) to extend or renew any loan or loans or any installment of principal or interest thereof, or any indebtedness owing under the DIP Financing Documents, as amended;

RESOLVED that the Authorized Officers, and each of them, for and on behalf of and in the name of the Company are hereby authorized, directed and empowered, in the name and on behalf of the Company, to cause the Company to make, execute and deliver, from time to time, any instruments evidencing said loan or loans, extensions or renewals, and to sell, transfer, lease, assign, hypothecate, set over, otherwise transfer, grant security interests in, mortgage or pledge any or all of the property of the Company, real, personal, or mixed, tangible or intangible, now owned or hereafter acquired as security for the obligations under the DIP Financing Documents;

RESOLVED that the Authorized Officers, and each of them, are hereby authorized, directed and empowered, in the name and on behalf of the Company, to execute and deliver any and all instruments, papers and documents and to do all other acts that they may deem convenient or proper to effectuate the purpose and intent hereof; and

RESOLVED that the Independent Director hereby determines that the consideration to be received for the approval, execution and delivery of the DIP Financing Documents is deemed adequate, and that such approval, execution, delivery and performance is deemed valid.

General Authorization and Ratification

RESOLVED that the Authorized Officers, and each of them, are authorized and directed, in the name and on behalf of the Company, consistent with these resolutions and with the advice of counsel to the Company: (i) to negotiate, execute, deliver, certify, file, record, and perform, any and all of the agreements, documents, and instruments referenced herein, and such other agreements, documents, and instruments and assignments thereof as may be required or as such Authorized Officer deems appropriate or advisable, or to cause the negotiation, execution, and delivery thereof, as the case may be, in such form and substance as such Authorized Officer may approve, together with such changes and amendments to any of the terms and conditions thereof as such Authorized Officer may approve; (ii) to negotiate, execute, deliver, certify, file, record, and perform any agreements, documents, certificates, consents, filings, and applications relating to these resolutions and the transactions contemplated hereby, and amendments and supplements to any of the foregoing, and to take such other action as may be required or as such Authorized Officer deems appropriate or advisable in connection therewith; and (iii) to do such other things as may be required, or as may in such Authorized Officer's judgment be necessary, proper, or desirable, to carry out the intent and effectuate the purposes of these resolutions and the consummation of the transactions contemplated hereby;

RESOLVED that the Authorized Officers, and each of them, are empowered, authorized and directed, in the name and on behalf of the Company, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such contracts, documents, instruments and agreements providing for the engagement, retention, compensation, reimbursement or expenses and indemnification of any legal counsel, accounting firm, or other such consultants, advisors and other agents, to incur and pay all such fees and expenses and to

retain any such legal counsel, accounting firm, or other such consultants, advisors and other agents, in each case as they shall in their judgment determine to be necessary, desirable or advisable to carry out fully the intent and purpose of these resolutions and the execution by such Authorized Officer of any such document, instrument or agreement or the payment of any such expenses or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor and the approval of the documents, instruments or agreements so executed, the expenses so paid and the actions so taken;

RESOLVED that any person dealing with any Authorized Officer or Authorized Officers in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document or agreement, the same shall be a valid and binding obligation of the Company, enforceable in accordance with its terms;

RESOLVED that the Secretary or any Assistant Secretary of the Company is authorized, in the name and on behalf of the Company, to prepare and to certify as a resolution of the Company such additional resolutions as an Authorized Officer, acting upon advice of counsel to the Company, shall deem necessary or advisable to accomplish the purposes of the foregoing resolutions;

RESOLVED that the authority given in these resolutions is retroactive and any and all actions heretofore or hereafter taken by the Authorized Officers within the terms of any of the foregoing resolutions are ratified, confirmed, and approved in all respects as the acts and deeds of the Company; and

RESOLVED that the Company shall indemnify, defend and hold harmless, to the fullest extent permitted by law and the Operating Agreement, each of the Authorized Officers with respect to any legal, equitable or administrative claim of any kind whatsoever against such Authorized Officer in connection with, arising from or related to any actions taken by such Authorized Officer in connection with these resolutions.

[Remainder of Page Intentionally Left Blank]

Adopted as of the date first written above.

INDEPENDENT DIRECTOR



Michael Schlembach

EXHIBIT A

Delegation Resolutions

[Attached]

**RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
CALPLANT I, LLC**

October 1, 2021

Authority of Independent Director

WHEREAS by action CalPlant I Holdco, LLC, a Delaware limited liability company (“**Holdco**”), as the sole member of CalPlant I, LLC, a California limited liability company (the “**Company**”), the Company, which was formerly governed by Holdco as the Company’s sole member, is now governed by a board of directors (the “**Board**”);

WHEREAS the Board deems it advisable and in the best interests of the Company and Holdco to authorize Michael J. Schlembach as an independent director of the Board (in such capacity, Mr. Schlembach is referred to as the “**Independent Director**”) to authorize certain actions on behalf of the Board and the Company;

WHEREAS the Independent Director has not at any time during the five years preceding his initial appointment been: (i) a direct or indirect owner of any material equity interest in, or member, officer, employee, director (with the exception of serving as an independent director of Holdco and the Company), manager, or contractor, bankruptcy trustee, attorney or counsel of, the Company or any of its affiliates; (ii) a creditor, customer, supplier, or other person who derives any of its purchases or material revenues from its business activities with the Company or any of its affiliates (other than any fee paid for his services as the Independent Director); (iii) an affiliate of the Company or an affiliate of any person who or that would not have satisfied the conditions described in clauses (i) and (ii) above; (iv) a member of the immediate family by blood or marriage of any person who would not have satisfied the conditions described in clauses (i) and (ii) above; or (v) a person who received, or a member or employee of a firm or business that received, fees (other than any fee paid for his services as the Independent Director) or other income from the Company or any affiliate thereof in the aggregate in excess of five percent of the gross income, for any applicable year, of such person;

WHEREAS the Board deems it advisable and in the best interests of the Company, to delegate all necessary authority to the Independent Director for the purposes of analyzing, in consultation with the Company’s management and financial and legal advisors, restructuring alternatives available to the Company, and taking necessary steps to implement any such restructuring alternative he may deem to be in the best interest of the Company.

NOW, THEREFORE, BE IT RESOLVED that the Independent Director shall, acting alone, have the power and authority to, for and on behalf of the entire Board:

- (i) determine whether the Company shall file a petition (the “**Petition**”) seeking relief under the provisions of Chapter 11 of the U.S. Bankruptcy Code (the “**Chapter 11 Case**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);
- (ii) after obtaining advice from the Company’s financial and legal advisers and obtaining relevant information from the responsible employees of the Company, verify the Petition and any documents related thereto, and to cause the Petition and related documents to be filed in the Bankruptcy Court;

- (iii) employ and retain all assistance by legal counsel, accountants, financial advisors and other professionals in executing, verifying or filing the Petition with a view to the successful prosecution of the Chapter 11 Case; and
- (iv) determine, approve and authorize documents, instruments, or any other agreements related to the Chapter 11 Case, including in connection with any related debtor in possession financing or other financing arrangements, any sale of any material portion of the Company's, and any restructuring plan or plan support agreement, or any combination of the foregoing;

RESOLVED that the Independent Director shall keep a record of his acts and proceedings when acting under the terms of these resolutions and report the same from time to time to the Board; and

RESOLVED that any action required or permitted to be taken by the Independent Director under the terms of these resolutions, may be taken by the Independent Director, acting alone, by written consent filed with the minutes of the Company.

EXHIBIT B

Summary of Material Terms of DIP Financing Documents

[Attached]

CALPLANT

DIP Facility Summary of Terms

The following is a summary of select key terms and conditions (the “Term Sheet”) in respect of a contemplated debtor-in-possession bond facility (the “DIP Facility”) issued by CalPlant I, LLC (the “Issuer”) and guaranteed by CalPlant Holdco I, LLC (the “Guarantor” and, together with the Issuer, the “Debtors”). This summary is for discussion purposes only and is not intended to be, nor should it be construed as, an attempt to define all of the terms and conditions regarding the proposed DIP Facility.

Term	DIP Facility
1. Debtor / Issuer	CalPlant I, LLC
2. Debtor / Guarantor	CalPlant Holdco I, LLC
3. DIP Trustee	BOKF, NA
4. DIP Commitment	<p>The DIP Bondholders commit to directly purchase \$30.10 million of new taxable bonds (the “<u>DIP Commitment</u>”), the proceeds of which will be funded to the Debtors, comprised of:</p> <ul style="list-style-type: none"> (i) A \$7.20 million taxable bond issuance consummated no later than four (4) business days after entry of the Interim DIP Order (the “<u>Initial DIP Bond</u>”); and (ii) A \$22.90 million taxable bond issuance consummated no later than four (4) business days after entry of the Final DIP Order (the “<u>Additional DIP Bond</u>”). <p>Increases to the DIP Commitment and future bond issuances shall be in the discretion of the DIP Bondholders.</p> <p>Subject to and upon Bankruptcy Court approval, the aggregate amount of the DIP Facility shall include the Roll-Up Obligations (as defined below). For the avoidance of doubt, the parties expect the total DIP Facility to be \$30.10 million upon final approval of the Roll-Up Obligations.</p>
5. Roll-Up Obligations	<p>The Interim and Final DIP Orders shall provide for a deemed roll-up of the \$4.1 million of prepetition advances by the Senior Trustee¹ (the “<u>Roll-Up Obligations</u>”), with one half (1/2) of Roll-Up Obligations being paid upon entry of the Interim DIP Order, and the remaining Roll-Up Obligations being paid upon entry of the Final DIP Order.</p>

¹ Capitalized terms not defined herein have the meanings ascribed to such terms in the Plan Term Sheet.

Term	DIP Facility
6. Use of Proceeds	<p>The proceeds of the DIP Facility and the Cash Collateral may be used for:</p> <ul style="list-style-type: none"> (i) the Debtors' working capital needs; (ii) the satisfaction of interest, fees and costs due under the DIP Facility; (iii) the allowed administrative costs and expenses of the Chapter 11 Cases, including filing and seeking confirmation of the Plan; (iv) the funding of the Wind-Down Budget; (v) the funding of the Carve Out; and (vi) the payment of the Roll-Up Obligations, <p>in each case, in accordance with the Interim DIP Order and the Final DIP Order, including the Approved Budget (as defined below).</p> <p>No more than \$15,000 of the DIP Facility or Cash Collateral may be used by any statutory committee appointed in the Chapter 11 Cases to investigate or prosecute any claims against the Senior Trustee (including its claims and/or collateral), and no portion of such funds shall be used to investigate or prosecute any claims against the DIP Trustee (including its claims and/or collateral) (the Senior Trustee and DIP Trustee include the related holders, professionals, agents, etc.); provided, however, that notwithstanding anything else to the contrary, the Debtors shall always be permitted to challenge the existence of an event of default under the DIP Facility.</p>
7. Amortization	None
8. Interest Rate	9.5%, payable monthly in arrears commencing on 12/1/21 Default Rate of 2.0%
9. Fees	<p>\$25,000 settlement fee to be paid to BOKF, NA as settlement agent (the "<u>Settlement Agent</u>") for the Initial DIP Bond (through the Interim Order), and \$15,000 to be paid to the Settlement Agent for the Additional DIP Bond (through the Final Order).</p> <p>\$6,000 annual fee to be paid to the DIP Trustee (through the Interim Order).</p>
10. DIP Budget	The DIP Trustee and the Debtors shall agree on a rolling consolidated 13-week cash flow budget of the Debtors covering the period beginning upon entry of the Interim Order and

Term	DIP Facility
	<p>depicting on a weekly basis cash revenue, receipts, expenses, disbursements and other agreed information for the DIP Facility, which shall at all times be in form and substance reasonably satisfactory to the DIP Trustee, which Approved Budget may be amended with the consent of the DIP Trustee (such cash flow budget, as may be amended, modified or updated from time to time pursuant to and in accordance with the terms of the DIP Loan Documents and subject to the consent of the Dip Trustee, and including any roll forward or variances that are permitted in the DIP Loan Documents, the Interim Order or the Final Order, the “Approved Budget”).</p>
11. DIP Budget – Reporting	<p>After entry of the Interim Order, the Debtors shall provide to the DIP Trustee, (a) as soon as available but no later than 5:00 PM Pacific Time every other Thursday (but not earlier than the seventh day after the closing date), a budget variance and reconciliation report in a form substantially consistent with the form agreed with the DIP Trustee on the closing date setting forth: (i) a comparative reconciliation, on a line-by-line basis, of actual cash receipts and disbursements against the cash receipts and disbursements forecast in the Approved Budget, and the percentage variance thereof, for (A) the bi-weekly period ended on (and including) the immediately preceding Sunday and (B) the cumulative period to date and (ii) projections for the following 13 weeks, including a rolling cash receipts and disbursements forecast for such period; and (b) a monthly reporting package, no later than 30 days after the end of each calendar month, including cash flow, income statement and balance sheet for such month, accounts payable and receivable reports with aging information; provided, that professional fees and any roll forward or variance related thereto shall be reported every other week on an accrual basis rather than a cash basis.</p>
12. DIP Budget – Permitted Variance	<p>The Debtors shall not permit, for any four-week rolling period (commencing with the first full four weeks following the entry of the Interim Order), aggregate disbursements (exclusive of any disbursements for the payment of professional fees) during such four-week period to exceed one hundred fifteen percent (115%) of the aggregate disbursements for such period set forth in the Approved Budget, provided, that any budgeted disbursements that are not actually disbursed and/or spent in any given period (including with respect to professional fees) shall be added to all subsequent periods to provide further disbursement availability on a rolling basis.</p>

Term	DIP Facility
13. DIP Milestones	Milestones to be set forth in the Final DIP Order, which shall be sufficient to effectuate the Plan. Additional production, facility operation and similar milestones to be developed for Final DIP Order.
14. Maturity Date/DIP Claims	One year maturity.
15. DIP Liens & Superpriority Claims	Customary first priority liens and superiority claims, subject to the Carve-Out, the Wind-Down Budget Expenses and Permitted Liens (as defined in the Interim Order and the Final Order).
16. Carve-Out	<p>The Carve-Out is the sum of (a) the costs, fees and expenses incurred by estate professionals in an aggregate amount equal to the sum of the amount of all costs, fees and expenses incurred or accrued (A) on or prior to one (1) business day following the delivery of a Carve-Out Trigger Notice (as defined in the Interim Order or the Final Order, as applicable), whether allowed by the Bankruptcy Court prior to or after delivery of such Carve-Out Trigger Notice, and (B) after one (1) business day following the delivery of a Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise, in an amount not to exceed \$500,000 (the “Post Carve-Out Trigger Notice Cap”), plus (b) the statutory fees of the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) and the fees of the Clerk of the Bankruptcy Court.</p> <p>The DIP Trustee agrees to fund, within five (5) business days of the delivery of a Carve-Out Trigger Notice, the maximum amount of the Carve-Out into a segregated account for the sole use by the Debtors to pay the above described costs, fees and expenses; provided, however, that prior to the payment of such costs, fees and expenses from the amount available under the Carve-Out, such professionals shall first apply any retainers held by such professional to their allowed fees and expenses.</p>
17. Wind-Down Budget Expenses	If any disbursement request has not been honored by the DIP Trustee within five (5) business days of such request, then the DIP Trustee agrees to fund \$1,500,000 of the DIP Facility into a segregated account, which funds will be used to fund a “ <u>Wind-Down Budget</u> ,” which shall be used to fund the orderly wind-down of the Chapter 11 Cases and the estates, including, without limitation, the payment of accrued payroll in full, administrative claims, priority tax claims, other priority claims, secured tax claims and other prior liens.

Term	DIP Facility
	Starting on the date that is five (5) business date after the date that the Wind-Down Budget Expenses are funded, and continuing until the date that the Chapter 11 Cases are terminated or dismissed, the Debtors shall provide the DIP Trustee with reporting, every other week, in a form substantially similar to the bi-weekly Budget Report, regarding all amounts funded from the Wind-Down Budget Expenses; to the extent the DIP Trustee objects to the payment of any Wind-Down Budget Expenses, the DIP Trustee may seek expedited review of such issue(s) from the Bankruptcy Court.
18. Reps, Warranties, Covenants, Termination Events	As set forth in Indenture, to include not only DIP Budget Reporting but production reporting mutually agreed by DIP Trustee and the Debtors.
19. Conflicts	If the terms of this term sheet, Indenture and the Interim Order or Final Order, as applicable, conflict, then the terms of the Interim Order or Final Order, as applicable, shall control.
20. Governing Law	The laws of the State of New York (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code
21. Indemnification/Release	Customary provisions regarding indemnification and release of DIP Trustee and DIP Bondholders, and a release of the Senior Trustee and the Consenting Holders
22. Confidentiality	This Term Sheet is transmitted CONFIDENTIALLY for the sole use of the parties shown above, and it may not be forwarded or disclosed to others without the express consent of the DIP Trustee and the Issuer. This Term Sheet, and all prior and future discussions and negotiations entered into in connection herewith, constitute settlement negotiations and shall be inadmissible in any legal proceeding if the transactions contemplated hereby are not consummated