

RESTORE CALIFORNIA GRANT AGREEMENT

This Agreement ("Agreement") is made and entered into as of <<today's date>> (the "Effective Date") by and between Zero Foodprint (ZFP), a California nonprofit corporation with its principal place of business 2370 Market Street, Suite 103 Box # 332 San Francisco, CA 94114 ("ZFP") and <<business name>>, a <<business type>> with its principal place of business at <<business address>> (the "Farm/Ranch"), collectively the "Parties" and individually, a "Party".

RECITALS

- A. WHEREAS, ZFP desires to support regenerative agriculture practices through its Restore California program ("Restore California");
- B. WHEREAS, Restore California is a collaborative effort of farmers, citizens, restaurants, and other food businesses coming together to create a renewable food system rooted in healthy soil and is administered by ZFP;
- C. WHEREAS, Farm/Ranch has been awarded a grant in the amount of <<grant amount>> (the "Grant Amount") from the Restore California Fund to implement specific regenerative agriculture practices designed to sequester carbon (hereafter referred to as the "Project").

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.

- 1. Definitions. For purposes of this Agreement, the capitalized words referenced herein have the meanings set forth in Exhibit A or as defined in the Section in which that word first appears.
- 2. Term. The term of this Agreement will commence on the Effective Date and will continue until three (3) years beyond the verification of the Project. The proposed implementation schedule and estimated Termination Date are outlined in Exhibit B.
- 3. Carbon Benefit Term. The term of the duration of the projected Carbon Benefit is outlined in Exhibit B. Although this agreement covers the Term, all parties enter into this agreement in good faith that the impacts of the Project will continue through the Carbon Benefit Term.

4. Process.

- 4.1 Baseline Soil Testing. Upon execution of this agreement Zero Foodprint may coordinate with the Farm/Ranch to have soil samples taken on the proposed project area.
- 4.2 Project Implementation. Once this Agreement is executed, the Farm/Ranch may begin to implement the Project pursuant to the implementation schedule attached hereto as Exhibit B (the "Implementation Schedule"). The implementation of the Project will take place in the phases described in the Implementation Schedule, and must be completed within one (1) year of the date of this Agreement. If the Farm/Ranch fails to implement the Project within one year, ZFP may withhold any or all of the Grant Amount, terminate this Agreement, and/or require reimbursement of disbursed Grant Amount.
- 4.3 Payment. Except for compost or mulch projects, as noted below, ZFP shall release one half of the Grant Amount to the Farm/Ranch upon execution of this Agreement. Farm/Ranch shall provide photos and a brief update about the project for ZFP to release the remaining half. For the second payment, Farm/Ranch shall either (a) have service providers directly invoice ZFP (up to three invoices total), or (b) seek reimbursement with accepted reporting/proof of purchase or implementation. At the discretion of ZFP, the final payment of the grant may be paid upon completion of the final soil testing three (3) years after verification of practice implementation.
- 4.3.1 Compost/Mulch Procurement. For projects involving compost and/or mulch application (See Exhibit B), Zero Foodprint reserves the right to procure and purchase compost and/or mulch directly from the vendor up to the entire value of the grant award. Farm/Ranch shall select compost product, vendor, and quantity in conjunction with the Technical Assistance Provider.
- 4.4 Expenses. If the Project costs exceed the Grant Amount, the Farm/Ranch agrees to provide any and all labor and materials and to pay any and all expenses necessary to complete the Project that are in excess of the Grant Amount, and to complete the Project even if the final costs exceed Grant Amount.
- 4.5 Taxes. Each Party shall pay the taxes lawfully levied upon it by any Governmental Authority. The Farm/Ranch is responsible for determining any tax consequences of receiving the Grant Amount. In no event shall ZFP be liable for the payment of any taxes of the Farm/Ranch or any other third party related to this Agreement.

- 4.6 Modification of the Project or the Implementation Schedule. Any modification of the Project scope or Implementation Schedule must be requested in writing by the Farm/Ranch and approved in writing by ZFP. ZFP will respond to any requests for modification of the Project scope or Implementation Schedule within fifteen (15) business days. If any changes impacting the Carbon Benefit from Exhibit B by 10% or more are made to the Project without pre-approval in writing by ZFP, this Agreement will be considered void and ZFP will have no obligation to reimburse any costs of the Project incurred by the Farm/Ranch.
- 4.7 Failure to Maintain Regenerative Agricultural Practices. If at any time during the Term, the Farm/Ranch discontinues, cancels or reverses any of the components of the Project that create Carbon Benefits for which the Grant Amount has been disbursed, the Farm/Ranch shall notify ZFP of such changes within thirty (30) calendar days. In such event, the Farm/Ranch shall refund to ZFP that portion of the Grant Amount allocated to such discontinued, canceled or reversed Regenerative Agricultural practices and ZFP shall return the funds to the Restore California Fund.
- 4.8 Marketing Rights. The Farm/Ranch agrees to allow ZFP, at ZFP's discretion, to document activities conducted pursuant to this grant agreement and promote to its partners and community details about the Farm/Ranch's implementation of the Project. Any publicity about the Farm/Ranch and the Project shall be for the shared goals of ZFP and the Farm/Ranch for educational and promotional purposes. The Farm/Ranch may provide approved language for use in such marketing efforts.
- 4.9 Fundraising Rights. The Farm/Ranch agrees to allow ZFP, at ZFP's discretion, to utilize Farm/Ranch images, likeness, and Grant project details for the purpose of fundraising for the Restore California fund. ZFP shall provide written notice to Farm/Ranch of its intent to fundraise and provide sample materials for review.
- 4.10 Reporting Requirements. The Farm/Ranch shall provide an itemized list of all costs associated with the Project, including labor hours performed by the Farm/Ranch or subcontractor. The Farm/Ranch shall also provide photographs and brief summary updates upon requesting the second half of grant funds, and within 30 days of the two year anniversary of the contract date. Should any changes be made to the Project site before the completion of the Carbon Benefit term, the Farm/Ranch will notify ZFP within thirty (30) days.

At the times indicated in the Implementation Schedule, the Farm/Ranch shall provide ZFP with evidence of completion at the end of

each phase of the Project, including invoices of vendor and contractor services, as well as an accounting of in-kind hours that includes the type of work performed, number of hours worked and rated for services attributable to such work. ZFP or <<TAP>> (Technical Assistance Provider) will confirm the completion of the final phase of the Project through a site visit to the Farm/Ranch.

4.11 Soil Testing. The Farm/Ranch shall provide access to ZFP, the Technical Assistance Provider, or an agent, to the property on which the practices funded by the Grant are implemented for the course of the Term. ZFP shall provide reasonable notice to the Farm/Ranch to coordinate scheduling. Testing may take place up to three (3) times during the Term.

4.12 SB1383 Procurement. Compost and/or mulch purchased directly by or funded through this grant may be used by Zero Foodprint to use on behalf of California jurisdictions and/or joint powers authority for the purpose of facilitating compliance with SB 1383 recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Farm/Ranch shall not allocate compost or mulch purchased or reimbursed by Zero Foodprint for another organization or jurisdiction for the purpose of satisfying that jurisdiction's SB 1383 procurement requirements.

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (i) it is a legal entity in good standing under the laws of the state of its formation; and (ii) it has the full power and authority to execute and perform under this Agreement.

5.2 Warranties of the Farm/Ranch. The Farm/Ranch hereby warrants to ZFP that with respect to all Regenerative Agriculture practices related to this Agreement, as of the Effective Date of this Agreement and throughout the Term:

- (i) The Carbon Benefit covered by this agreement, specified in Exhibit B, is generated through Regenerative Agriculture practices for this Project that would not have otherwise been implemented without the grant funds.

- (ii) The materials submitted by the Farm/Ranch for use in the COMET-Planner Model are accurate to the best of The Farm/Ranch's knowledge, and the Carbon Benefit calculated using the COMET-Planner is accurately stated in Exhibit B. In the case of Compost Application on Grazed Rangeland, the Technical Assistance Provider may provide alternate Carbon Benefit calculations.
- (iii) The Regenerative Agriculture practices that will result in the Carbon Benefit have been implemented voluntarily, and have not been undertaken in part or in full as mitigation, redress of environmental regulatory concerns, or actions agreed to in any pending or closed litigation.
- (iv) The Farm/Ranch has not transferred ownership of the Environmental Attributes or sold or exchanged the Environmental Attributes associated with the Project detailed in Exhibit B to any other person or entity and agrees to reimburse the grant amount if engaging in a future sale or credit of Environmental Attributes or carbon credits covered in this agreement for the duration of the Carbon Benefit.
- (v) The Farm/Ranch will implement and maintain the Project as set forth in the approved Application throughout the Term.
- (vi) The Farm/Ranch will implement and maintain the Project in compliance with the National Environmental Protection Act and all other applicable governmental regulations.
- (vii) The Farm/Ranch has the rights and intentions to manage the land upon which the Project will be implemented for the duration of the Term.

5.3 Disclaimer of Warranties. ZFP disclaims all warranties other than those expressly provided herein.

6. Termination.

6.1 Reasons for Termination. ZFP may terminate this Agreement immediately if (a) the Farm/Ranch refuses to or is unable to perform or implement the Project or (b) there has been any misrepresentation regarding its implementation or management of the Project, (c) the Project or Implementation Schedule has been modified without ZFP's written consent, (d) if there has been a failure to maintain such Regenerative

Agriculture practices throughout the Term, or (e) if the Farm/Ranch fails to grant access or otherwise does not permit soil testing.

6.2 Surviving Provisions. Upon completion, expiration, or termination of this Agreement, all rights and duties of the Parties toward each other will cease except Section 4.0 (Warranties), 6 (Termination) and 7 (Miscellaneous Provisions) shall survive termination of this Agreement.

7. Miscellaneous Provisions.

7.1 Governing Law, Venue, and Arbitration. All disputes relating to this Agreement will be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, governed by the laws of the State of California without regard to principles of conflicts of laws and any such arbitration will take place in San Francisco, California. Either Party has the right to initiate arbitration by written notice to the other Party after the expiration of a thirty-day negotiation period. The Parties agree that any determination by the arbitrator(s) will be final and binding and that judgment upon the award may be entered in any court having competent jurisdiction. The prevailing Party in any dispute shall be entitled to its reasonable attorney's fees.

7.2 Notices. All notices, requests, statements or payments, which may be given by email, shall be given as follows or to such other addresses as may be provided by a Party from time to time in writing. All notices are effective upon receipt.

If to ZFP: 2370 Market Street Ste 103
Box #332
San Francisco, CA 94114
info@zerofoodprint.org

If to the Farm/Ranch : <<business name>>
<<mailing street address>>
<<POC email address>>

7.3 Entire Agreement, Amendment and Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and completely supersedes all other prior or contemporaneous understandings and agreements, whether written or oral, between the Parties regarding the subject matter hereof. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and hereafter signed by both Parties. This Agreement may be executed in

separate counterparts, including by a facsimile transmission thereof, each of which is an original and all of which constitute one and the same instrument.

- 7.4 Force Majeure. Should the performance of any act required by this Agreement to be performed by either Party be prevented or delayed by reason of any acts of God, fire; flood; earthquake; war; riots; or terrorism that affects one or both Parties ("Force Majeure"), such Party's obligations under this Agreement shall be suspended during the duration of such event of Force Majeure. Force Majeure may not be based on the inability to secure materials or unreasonable delay in the issuance of licenses, permits or other necessary authorizations for the siting, construction, operation or maintenance of the Regenerative Agriculture implementations of the Project. The Party claiming Force Majeure shall notify the other Party in writing within thirty (30) days of the occurrence of such an event.
- 7.5 Assignment. The Farm/Ranch shall not assign all or any part of this Agreement or any of its rights and obligations under this Agreement without the prior written consent of ZFP, which it may withhold in its sole discretion.
- 7.6 Indemnification. Each party shall indemnify, defend and hold harmless the other from and against any losses, costs, damages, demands, penalties, claims, or liabilities arising from or out of any event, circumstance, act or incident arising out of the other party's performance or obligations under this Agreement.
- 7.7 Independent Entity. Nothing in this Agreement shall in any way be construed to constitute the Farm/Ranch as an agent, employee, or representative of ZFP. Without limiting the generality of the foregoing, the Farm/Ranch is not authorized to bind ZFP to any liability or obligation or to represent that the Farm/Ranch has any such authority. The Farm/Ranch shall bear all expenses associated with performance, except as expressly provided in the approved Application. Farm/Ranch acknowledges and agrees that the Farm/Ranch is obligated to report as income all compensation received by the Farm/Ranch pursuant to this Agreement, and the Farm/Ranch acknowledges its obligation to pay all self-employment and other taxes thereon.
- 7.8 Audit and Inspection. The Farm/Ranch shall maintain financial records in accordance with the Reporting Requirements to assist ZFP in meeting any reporting or registration requirements associated with the Project. The Farm/Ranch shall provide such records upon completion of the Project. If any such examination reveals any inaccuracy in any statement or

deficiency with the Farm/Ranch's obligations, the Farm/Ranch shall make the necessary adjustments promptly.

- 7.9 Severability. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.
- 7.10 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.
- 7.11 Survival. This Agreement will continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 7.12 Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Zero Foodprint,
a California non-profit corporation

<<business name>>
a <<business type>>

By: _____

By: _____

Print: _____

Print: <<signatory name>> _____

Title: _____

Title: <<signatory title>> _____

Date: _____

Date: _____

EXHIBIT A

Definitions

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law, executive order or government decree to be closed.

“Carbon Benefit” means the metric tons of carbon sequestration or carbon reduction created by the Project over the Term as modeled by the COMET Planner.

“CPS” means Conservation Practice Standard as defined by the United States Department of Agriculture’s Natural Resource Conservation Service.

“Environmental Attributes” means any and all current and future greenhouse gas emission reduction and removals, greenhouse gas offsets, and any claims to greenhouse gas emission reductions or carbon sequestration, attributable to or arising from the Regenerative Agriculture practices implemented at the Farm/Ranch during the Term, or otherwise attributable to or arising from the regenerative agriculture activities during the Term

“Governmental Authority” means (a) any federal, state, provincial, local, or municipal government, (b) any political subdivision thereof or any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative police, regulatory or taxing authority or power, and (c) any court or governmental tribunal.

“NRCS” means the United States Department of Agriculture’s Natural Resources Conservation Service.

“Project Implementation Period” means the duration of time anticipated to install or implement the Project.

“Regenerative Agriculture” means a practice of agriculture that improves soil, plant, water, human, and/or planetary health, while specifically increasing soil organic matter by sequestering carbon through any combination of the following carbon farming activities:

1. Compost application to rangeland or cropland as meeting the requirements dictated by the California Department of Food and Agriculture under their Healthy Soils Program,
2. Cover cropping (CPS 340), conservation crop rotation (CPS 328), mulching (CPS 484), or stripcropping (CPS 585),
3. Riparian restoration (CPS 391),
4. Prescribed grazing (CPS 528), range planting (CPS 550) or silvopasturing (CPS 381),

5. No-till (CPS 329) or reduced-till (CPS 345),
6. Shelterbelts, hedgerows or other windbreak establishment (CPS 311, 379, 380, 422, or 612)
7. Nutrient management (CPS 590),
8. Cropland to Herbaceous Cover conservation practices such as conservation cover (CPS 327), contour buffer strips (CPS 332), field border (CPS 386), filter strips (CPS 393), forage and biomass planting (CPS 512), grassed waterway (CPS 412), herbaceous wind barriers (CPS 603), riparian herbaceous cover (CPS 390), or vegetative barriers (CPS 601).

“Restore California Fund” means the fund at First Republic Bank that holds the funds generated through Zero Foodprint and Restore California.

“Technical Assistance” means services and/or assistance provided to the Farm/Ranch and can include help to plan, design, and implement regenerative agriculture practices.

EXHIBIT B

Implementation Schedule and Calculation of Carbon Benefit

Farm/Ranch name and location:

<<business name>>

Acres	Implementation Timing	Primary Activities	Modeled Carbon Benefit per year	Years of Carbon Benefit covered by Agreement
<<practice 1 acres >>		<<practice 1 name>>	<<practice 1 COMET>>	<<practice 1 lifespan>>
<<practice 2 acres >>		<<practice 2 name>>	<<practice 2 COMET>>	<<practice 2 lifespan>>
<<practice 3 acres >>		<<practice 3 name>>	<<practice 3 COMET>>	<<practice 3 lifespan>>
<<practice 4 acres >>		<<practice 4 name>>	<<practice 4 COMET>>	<<practice 4 lifespan>>

EXHIBIT C

Technical Assistance Provider Approval

<<TAP>> has reviewed the proposal by <<business name>> ("the Farm/Ranch") in regards to the implementation of the listed Regenerative Agriculture practices, pursuant to the Regenerative Agriculture Carbon Benefit Agreement dated <<todays date>> between the Farm/Ranch and ZFP (the "Agreement").

Farm/Ranch name and location:

<<business name>>, <<business address>>

Implementation Timing	Funding Request: Technical Assistance Provision
	<<TAP COST>>

Pursuant to the Agreement, <<TAP>> (Technical Assistance Provider) seeks funding as outlined in Exhibit C and agrees to provide Technical Assistance for the Project application outlined in (Exhibit B) between the Farm/Ranch and ZFP; this funding is separate from the award made to the grant recipient.

Further, by signing below, the Technical Assistance Provider attests the following statements are true and correct:

1. The Farm/Ranch is in contact with the Technical Assistance Provider (TAP) and has agreed to implement the Regenerative Agriculture practices outlined in Exhibit B as intended, and with the technical assistance provision recommended by and agreed upon with the TAP.
2. The TAP shall make a good faith effort to contact ZFP with relevant updates, including the start of implementation, the completion of implementation and the event of any reversals or significant revisions to the intended Regenerative Agriculture Practices. Communication can be directed to Leo@zerofoodprint.org or to grants@zerofoodprint.org.
3. The materials submitted by the Farm/Ranch for use in the COMET Planner Model, and the results therewith are accurate to the best of the Technical Assistance Provider's knowledge.

Technical Assistance Provider: <<TAP>>

Signature: _____

Date: _____

Print: <<TAP Signatory>>_____

Title: _____