

FIRST AMENDMENT TO LICENSE AGREEMENT

(Sublease Area 2)

This First Amendment to License Agreement (Sublease Area 2) (the "Amendment") is effective as of the ____ day of _____, 2021 (the "Amendment Effective Date") and is by and between SMER Research 1, LLC, a California limited liability company ("SMER" or "Licensee") and Southwest Riverside County Energy Authority, a California Joint Powers Authority ("SRCEA").

A. SMER (as "Power Provider") and SRCEA (as "Purchaser") are parties to that certain Solar Power Purchase Agreement (Area 2) dated May 9, 2018 (the "PPA"). Concurrent with the execution of this Amendment, the parties are entering into amendments to the PPA to, among other things, modify the term of the PPA.

B. SMER and SRCEA are parties to that certain Sublease Agreement (Area 2) dated May 9, 2018 under which SMER subleased certain property to SRCEA (the "Sublease"). Concurrent with the execution of this Amendment, the parties are entering into amendments to the Sublease to, among other things, modify the term of the Sublease.

C. SMER and SRCEA entered into a License Agreement regarding Sublease Area 2 (also referred to as the "License Use Agreement") dated May 9, 2018 under which SRCEA granted SMER a license to use the subleased premises to install, own and operate the solar generating facility (the "License Agreement").

D. SMER and SRCEA desire to make a corresponding amendment to the License Agreement to reflect the revised terms of the PPA and the Sublease.

SRCEA and Licensee agree as follows:

1. Amendment to Section 2.1. Section 2.1 is hereby amended and restated as follows:

2.1. **Commencement.** The term of this Agreement shall commence on May 9, 2018 ("Effective Date") and shall continue for thirty (30) years from the "Operation Date," as that term is defined in that certain Ground Lease Agreement entered into by and between California State University, San Diego State University and SMER Research 1, LLC dated October 21, 2014, as amended. Notwithstanding the foregoing, the Term of this Agreement shall automatically expire upon the expiration of the "Term" of the Master Lease (as defined therein), if such expiration occurs on or after the expiration of the "Initial Term" of the Master Lease (as defined therein).

2. Deletion of Section 2.2. Section 2.2 is hereby deleted.

3. Deletion of Section 2.3. Section 2.3 is hereby deleted.

4. Amendment to Section 5.5. Licensee's notice address is hereby amended as follows:

To Licensee: SMER Research 1, LLC
9400 Reeds Road, Ste 150
Overland Park, KS 66207
Attn: William Love, Manager

5. Miscellaneous. Except as otherwise expressly modified herein, the terms and provisions of the License Agreement shall continue in full force and effect. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one agreement. Signature pages of this Amendment transmitted by electronic mail in portable document format will have the same legal effect as a manually executed signature page. This Amendment shall be governed and construed in accordance with the laws of the State of California.

[Signature page follows]

The undersigned cause their duly authorized representatives to execute this Amendment as of the Amendment Effective Date.

SMER RESEARCH 1, LLC

By: _____
William P. Love, Manager

SOUTHWEST RIVERSIDE COUNTY ENERGY
AUTHORITY

By: _____
Jason Simpson, Executive Director

ATTEST:

Candice Alvarez, MMC, Authority Secretary

APPROVED AS TO FORM:

David H. Mann, Authority Counsel