

AMENDMENT NO. 1
To
SOLAR POWER PURCHASE AGREEMENT
(Solar Energy Procurement Agreement)

[MSWD]

This Amendment No. 1 to Solar Power Purchase Agreement (this “**Amendment**”) is entered into as of October ____, 2024 (the “**Amendment Effective Date**”) by and between The Mission Springs Water District, a County water district, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 (“**Purchaser**”), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address at 1277 Lenox Park Blvd, Suite 200, Atlanta, GA 30319 (“**Solar Company**”). Purchaser and Solar Company are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, on October ____, 2024, Purchaser and Solar Company entered into that certain Solar Power Purchase Agreement (the “**Agreement**”);

WHEREAS, On October ____, 2024, Purchaser and Solar Company entered into that certain Land Lease and Solar Easement and Amendment No. 1 to Land Lease and Solar Easement (as so amended, the “**Lease**”) under which Purchaser leases portions of its premises to Solar Company for the installation, ownership, operation and maintenance of up to seven separate solar photovoltaic electricity generating facilities; and

WHEREAS, Purchaser and Solar Company desire to amend the Agreement to add clarifying language to allow each solar facility to be brought into service once the Permission to Operate (PTO) for such solar facility is provided by Southern California Edison and to allow each solar facility to be treated independently under the PPA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. AMENDMENTS TO AGREEMENT

1. Page 1, Paragraph 2

The second paragraph of the Agreement is hereby removed and replaced in its entirety with the following:

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the following solar photovoltaic electricity generating systems:

Sr. No.	Site Name	Solar Facility Location	Proposed System Size (kW-DC)
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena, Desert Hot Springs CA	388.30
2	Well 24	65051 Acoma Ave, Desert Hot Springs, CA 92240	183.70
3	Well 27	64261 Dillon Rd, North Palm Springs, CA 92258	334.40
4	Well 29	41950 Ironwood Dr, Desert Hot Springs, 92240	203.50
5	Well 32 & Booster Station	1809 Little Morongo Rd, North Palm Springs, CA 92258	426.80
6	Nancy Wright Regional Water Reclamation	19011 Little Morongo, Desert Hot Springs CA	388.30
7	Little Morongo RES-BCT	19011 Little Morongo, Desert Hot Springs CA	2,640.00

each as further described in Exhibit 2 (each a “**Solar Facility**” and collectively, the “**Solar Facilities**”). Each Solar Facility will be installed at the Purchaser’s property (the “**Premises**”) described in the Land Lease and Solar Easement between Purchaser and Solar Company dated of even date herewith (the “**Lease**”).

2. Page 3, BASIC TERMS, Items 1, 2

Item 1. **Initial Term** is hereby amended and restated in its entirety to read “For each Solar Facility, 25 years, beginning on the Commercial Operation Date for such Solar Facility”.

Item 2. **Additional Terms** is hereby amended and restated in its entirety to read “For each Solar Facility, up to two five-year periods following the end of the Initial Term for such Solar Facility; the first at Solar Company’s option, and the second upon mutual agreement of the Parties”.

3. Page 3, BASIC TERMS, Item 7

Item 7. **Anticipated Commercial Operation Date** is hereby amended and restated in its entirety to read “Subject to Section 7.b, July 14, 2026”.

4. Various pages, **GENERAL TERMS AND CONDITIONS**

The Parties hereby acknowledge and agree that the following sections apply to each Solar Facility on an individual basis. Any references to “the Solar Facilities” in these sections is hereby amended and restated to read “a Solar Facility”:

Section 3.a. (Initial Term)

Section 3.b (Additional Terms)

Section 4.a. (Monthly Charges)
Section 6 (Obligations)
Section 7 (Solar Company's Rights and Obligations)
Section 10.a (Metering and Measurement)
Section 11.a.vii (Default and Remedies; Termination)
Section 13 (Ownership; Option to Purchase)
Section 18.b (Financing)

5. Page 16, **GENERAL TERMS AND CONDITIONS**, Default and Remedies; Termination, 11.b.i, 11.b.ii, 11.b.iii

Notwithstanding anything in Section 11 of the Agreement to the contrary, the Parties acknowledge and agree that a Party may exercise the remedies set forth in Section 11.b.i and Section 11.b.ii of the Agreement with respect to each affected Solar Facility and if all Solar Facilities are affected by an Event of Default, with respect to all Solar Facilities.

Section 11.b.ii.B is hereby amended by replacing the phrase "...the Solar Facilities shall remain with Solar Company or its permitted..." in its entirety with the phrase "...the Solar Facilities shall be conveyed to Purchaser or its permitted..."

Section 11.b.iii is hereby amended by inserting the word "earliest" immediately before "Commercial Operation Date" in the first sentence.

6. Page 20, **GENERAL TERMS AND CONDITIONS**, Limitations of Liability, 15.c

The first sentence of Section 15.c is hereby amended and restated in its entirety to read as follows:

"Other than with respect to the performance and payment bonds required by Section 7.d and the Security Bond and amounts payable by Solar Company under the Performance Guarantee in **Exhibit 4**, Solar Company's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed an amount equal to the greater of (i) the proceeds from any insurance applicable to such damages under insurance coverage that Solar Company is required to maintain in effect hereunder and (ii) \$1,000,000 for each site (such amount, the "**Solar Company Liability Cap**")."

7. Page 22, **GENERAL TERMS AND CONDITIONS**, Assignment and Financing, 18.a

Notwithstanding anything in Section 18 of the Agreement to the contrary, the Parties acknowledge and agree that Solar Company's rights set forth in Section 18.a.i apply to both (A) the Agreement and all of the Solar Facilities as a whole, and (B) each Solar Facility on an individual basis and partial assignment of the Agreement with respect to such Solar Facility.

8. Various Pages, **Nancy Wright Regional Water Reclamation Facility**

All document references in the Agreement to "NWRWP", "NWRWRF", and "Nancy Wright Regional Water Reclamation" shall mean the Nancy Wright Regional Water Reclamation Facility.

9. Various Pages, **Address of Well 27**

The address of Well 27 throughout the Agreement is hereby amended and restated to read “64261 Dillon Rd, North Palm Springs, CA 92258”.

II. GENERAL PROVISIONS APPLICABLE TO THE AMENDMENT

- A. Defined Terms. Capitalized terms used in this Amendment without definition herein have the meanings ascribed thereto in the Solar Power Purchase Agreement by and between Mission Springs Water District and Trident Mission Springs LLC.
- B. Effective Date. This Amendment No. 1 and the amendments to the Agreement set forth herein shall be effective as of the Effective Date.
- C. No Other Modifications to the Agreement. Except as specifically amended hereby, all terms and provisions contained in the Agreement shall remain unchanged and in full force and effect, and each of the Parties hereby ratifies and confirms all such terms and provisions. In the event of a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.
- D. Entire Agreement, Modification, Invalidity. This Amendment and the Agreement constitute the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Amendment may be modified only by a writing signed by both Parties. If any provision of this Amendment is found unenforceable or invalid, such provision shall not be read to render this Amendment unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- E. Governing Law. This Amendment is made in and will be governed by the laws of California, exclusive of its choice of law rules. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Amendment.
- F. Counterparts. This Amendment may be executed in any number of separate counterparts, which may be delivered electronically, and each counterpart shall be considered an original and together shall comprise the same Amendment. Delivery of an executed counterpart signature page by electronic transmittal (.pdf) is as effective as executing and delivering this Amendment in the presence of the other Party to this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Amendment Effective Date.

SOLAR COMPANY: Trident Mission
Springs LLC, a Delaware limited liability
company

PURCHASER: Mission Springs Water
District, a county water district

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____