

AMENDMENT NO. 1
To
LAND LEASE AND SOLAR EASEMENT

This Amendment No. 1 to Land Lease and Solar Easement (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 (“**Landlord**”), 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**”). Landlord and Solar Company are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, on October ____, 2024, Landlord and Solar Company entered into that certain Land Lease and Solar Easement (the “**Lease**”);

WHEREAS, On October ____, 2024, Landlord and Solar Company entered into that certain Solar Power Purchase Agreement and Amendment No. 1 to Solar Power Purchase Agreement (as so amended, the “**PPA**”) under which Solar Company will install, own, operate and maintain up to seven separate solar photovoltaic electricity generating facilities on portions of Landlord’s premises leased by Solar Company under this Lease; and

WHEREAS, Landlord and Solar Company desire to amend the Lease to clarify that each solar facility is to be treated independently under the Lease.

AGREEMENT

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

I. AMENDMENTS TO LEASE

1. Page 1, **RECITALS**

The Recitals are hereby amended by adding the following immediately after the second WHEREAS clause:

“WHEREAS, under the PPA, Solar Company will install, own, operate and maintain following solar photovoltaic electricity generating systems on portions of the Landlord Premises leased by Solar Company under this Lease:

Sr. No.	Site Name	Solar Facility Location
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena, Desert Hot Springs CA

2	Well 24	65051 Acoma Ave, Desert Hot Springs, CA 92240
3	Well 27	64261 Dillon Rd, North Palm Springs, CA 92258
4	Well 29	41950 Ironwood Dr, Desert Hot Springs, 92240
5	Well 32 & Booster Station	1809 Little Morongo Rd, North Palm Springs, CA 92258
6	Nancy Wright Regional Water Reclamation Facility	19011 Little Morongo, Desert Hot Springs CA
7	Little Morongo RES-BCT	19011 Little Morongo, Desert Hot Springs CA

(each a “**Solar Facility**” and collectively, the “**Solar Facilities**”).”

2. Page 2, **ARTICLE I PREMISES, Lease of Premises for Solar Energy Purposes, 1.1.a**
Section 1.1.a is hereby amended by removing the phrase “(collectively, “Solar Facilities”)”.
3. Various Page, **use of the term “Solar Facilities”**
The Parties acknowledge and agree that the Lease applies to each Solar Facility on an individual basis. Any references to “Solar Facilities” in the Lease is hereby amended and restated to read “Solar Facility”.
4. Various Pages, **use of the terms “Premises”, “Access Easement”, “Transmission Easement” and “Solar Easement”**
The Parties acknowledge and agree that the Premises will be established for each Solar Facility, and that an Access Easement, Transmission Easement and Solar Easement are separately granted by Landlord to Solar Company under the Lease with respect to each Solar Facility and the Premises for such Solar Facility. References to “Premises”, “Access Easement”, “Transmission Easement” and “Solar Easement” in the Lease shall be deemed to mean the Premises, Access Easement, Transmission Easement and Solar Easement applicable to a Solar Facility.
5. Page 4, **ARTICLE I PREMISES, General, 1.1.i**
Section 1.1.i of the Lease is hereby amended and restated in its entirety to read as follows:

“All solar energy generation activities described herein with respect to a Solar Facility, including the Access Easement, Transmission Easement, and Specifications for such Solar Facility, shall be referred to individually as a “**Project**” and collectively with respect to all Solar Facilities as the “**Projects**”.”
6. Page 4, **ARTICLE I PREMISES, General, 1.1.j**
Section 1.1.j of the Lease is hereby amended by replacing the phrase “the Solar Facilities” in Sections 1.1.j.(i) and (ii) with the phrase “the applicable Solar Facility”.

7. Page 7, **ARTICLE II TERM**, 2.1

Section 2.1 of the Lease is hereby amended and restated in its entirety to read as follows:

“This Lease is effective as of the Effective Date. The “**Term**” consists of the Procurement and Construction Period and the Operating Term, unless earlier terminated in accordance with the terms of this Agreement as follows:

a. Procurement and Construction Period. Solar Company’s rights under this Lease will be in effect throughout the Procurement and Construction Period. With respect to each Project, the “**Procurement and Construction Period**” commences on the Effective Date of this Lease and expires on that date which is eighteen (18) months after the Effective Date or earlier date upon notification by Solar Company that it has completed all tasks scheduled for the Procurement and Construction Period related to such Project. During the Procurement and Construction Period, Solar Company shall develop, construct, and install each Solar Facility on its Premises and render the same fully operational.

b. Operating Term. With respect to each Project, the “**Operating Term**” of this Lease shall commence upon the expiration of the Procurement and Construction Period for such Project and shall continue for a period of twenty-five (25) years. Notwithstanding the foregoing, the Operating Term may be earlier terminated in accordance with the terms of this Lease. With respect to each Project, the Operating Term of this Lease shall be extended by the period of any renewals of the term of the PPA for such Project.”

8. Page 7, **ARTICLE II TERM**, Termination of Lease, 2.2.a

Section 2.2.a of the Lease is hereby amended by inserting the phrase “for all Projects” at the end.

9. Page 8, **ARTICLE III PAYMENTS AND TAXES**, Annual Rent and Payments, 3.1

Section 3.1 of the Lease is hereby amended by inserting the phrase “for the first Project” immediately after “the Operations Term” in the first sentence.

10. Page 10, **ARTICLE IV SOLAR COMPANY COVENANTS**, Solar Company’s Improvements, 4.3.d

Section 4.3.d of the Lease is hereby amended by replacing the phrase “the System” each time it appears with the phrase “each Solar Facility”.

11. Page 11, **ARTICLE IV SOLAR COMPANY COVENANTS**, Solar Company Will Remove Facilities Upon Termination, 4.4.a.(i)

Section 4.4.a.(i) of the Lease is hereby amended by replacing the first sentence in its entirety with the following:

“At the end of the Term for a Project, including upon any early termination of the Lease with respect to a Project, and subject to Landlord’s purchase option set forth in Section 13.a of the PPA, Solar Company will remove the Solar Facility within twelve (12) months after the date the Term expires or the Lease terminates with respect to such Solar Facility.”

12. Page 15, **ARTICLE VII ASSIGNMENT; FINANCING**

The Parties acknowledge and agree that the provisions set forth in Article VII of the Lease apply to each Project individually and to the terms and conditions of the Lease as it relates to the affected Project. Notwithstanding anything in Section 7.6 of the Lease to the contrary, the Parties acknowledge and agree that Solar Company's rights set forth in Section 7.6 apply to both (A) the Lease and all of the Projects as a whole, and (B) each Project on an individual basis and partial assignment of the Lease with respect to such Project.

13. Page 17, **ARTICLE IX DEFAULT/TERMINATION, Surrender, 9.2**

The Parties acknowledge and agree that Solar Company shall continue to pay the annual rent set forth in Section 3.1 until all Solar Facilities have been removed from the Premises or acquired by Landlord under the PPA.

14. Page 21, **ARTICLE XI MISCELLANEOUS, Force Majeure, 11.6.d**

Section 11.6.d is hereby amended by replacing the phrase "(except with respect to amounts accrued by unpaid prior to termination)" in its entirety with the following: "(except with respect to amounts accrued but unpaid prior to termination)".

15. Page 27, **EXHIBIT B DESCRIPTION OF THE PREMISES**

Exhibit B of the Lease is hereby amended and restated in its entirety and replaced with Exhibit B to this Amendment No. 1 to the Lease.

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

All document references in the Lease 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 Lease 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 Land Lease and Solar Easement by and between Mission Springs Water District and Trident Mission Springs LLC.
- B. Effective Date. This Amendment No. 1 and the amendments to the Lease set forth herein shall be effective as of the Amendment Effective Date.
- C. No Other Modifications to the Agreement. Except as specifically amended hereby, all terms and provisions contained in the Lease 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 Lease, the provisions of this Amendment shall govern.

- D. Entire Agreement, Modification, Invalidity. This Amendment and the Lease 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.

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: _____

Attachments:
 Exhibit B Description of the Premises

Exhibit B
Description of the Premises

Site	Coordinates	Address	Assessors Parcel Numbers
Horton WWTP	33.940916, -116.493331	14501 Verbena Drive, Desert Hot Springs, CA 92240	656-050-009 656-050-007
Well 24	33.959879, -116.524932	65051 Acoma Ave, Desert Hot Springs, CA 92240	663-230-022 663-230-023 663-230-021
Well 27	33.924333, -116.540316	64261 Dillon Rd, North Palm Springs, CA 92258	666-220-034 666-220-028
Well 29	33.951093, -116.518180	41950 Ironwood Dr, Desert Hot Springs, 92240	666-330-004
Well 32 & Booster	33.930752, -116.530670	1809 Little Morongo Rd, North Palm Springs, CA 92258	666-180-018
Nancy Wright Regional Water Reclamation Facility	33.910889, -116.529733	19011 Little Morongo Rd, Desert Hot Springs, CA 92240	666-380-001 666-380-002 666-380-003 666-380-004 666-380-013 666-380-014 666-380-015 666-380-016 656-360-013
Little Morongo RES-BCT	33.912827, -116.528674	19011 Little Morongo Rd, Desert Hot Springs, CA 92240	666-360-003 666-360-004 666-360-006 666-360-007 666-360-009 666-360-010 666-380-001