

**FIRST AMENDMENT TO PROJECT DEVELOPMENT
AND NON-DISCLOSURE AGREEMENT**

This First Amendment (“Amendment”) to that certain Project Development and Non-Disclosure Agreement, dated as of March 10, 2022 (the “**Agreement**”), between County Sanitation District No. 14 of Los Angeles County (“**District**”), and Pacifico Power, LLC (“**Pacifico**”) with respect to the development of an energy systems solution at the Lancaster Water Reclamation Plant in Lancaster, California is made and executed, by and between the District and Pacifico, to be effective as of the ___ day of _____, 20__ (“Amendment Effective Date”).

The District and Pacifico are referred to in this Agreement individually as a “**Party**” or jointly as “**Parties**.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

The Parties wish to set forth certain understandings and amendments with respect to the Agreement. The Parties therefore acknowledge and agree to the following amendments:

1. The Exclusivity Period is extended by three hundred and sixty-five (365) days in addition to the original two hundred and seventy (270) days set forth in the Agreement.
2. The not-to-exceed amount in the case of a District termination, described in the fifth paragraph of the Agreement, is increased from \$30,000 to \$100,000.

This Amendment and the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein. No amendment, modification or change to this Amendment shall be enforceable unless set forth in writing and executed by both Parties.

Each Party has the power and authority to enter into and perform this Amendment and is not prohibited from entering into this Amendment or performing (or causing the performance of) all covenants and obligations on its part to be performed pursuant to this Amendment and the Agreement. The execution, delivery and performance by each Party of this Amendment, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Party, no other action on the part of such Party or its shareholders or members being necessary.

This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together shall constitute one agreement. Delivery of an executed signature page of this Amendment via facsimile or PDF transmission shall be effective as delivery of a manually executed original counterpart hereof.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, effective as of the Amendment Effective Date.

PACIFICO POWER, LLC

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY

By  _____
Name: KEVIN PRATT

By _____
Chairperson, Board of Directors

Title: President

11/15/2022 | 7:42:38 AM PST

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel