

THIRD AMENDMENT TO MASTER GROUND LEASE

THIS THIRD AMENDMENT TO MASTER GROUND LEASE (this "**Third Amendment**") is made and entered into as of May 23, 2017 ("**Effective Date**"), by and between THE CITY OF INDUSTRY, a municipality organized under the laws of the State of California ("**Landlord**"), and SAN GABRIEL VALLEY WATER AND POWER, LLC, a California limited liability company ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant are parties to (collectively, the "**Original Lease**") (a) that certain Master Ground Lease, dated as of May 17, 2016, (b) that certain First Amendment to Master Ground Lease, dated as of November 15, 2016, and (c) that certain Second Amendment to Master Ground Lease, dated as of April 13, 2017.

B. Landlord and Tenant wish to amend certain terms and conditions of the Original Lease as set forth herein (the Original Lease, as amended by the terms and conditions of this Third Amendment, shall be referred to herein as the "**Lease**").

C. In furtherance of the foregoing, Landlord and Tenant enter into this Third Amendment.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals and in consideration of the foregoing recitals and of the mutual covenants, conditions and agreements herein contained to be done, kept and performed, Landlord and Tenant hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meaning given thereto in the Original Lease.

2. The following provision is added to the Lease as Section 25.3:

25.3 Reimbursement of Sums Funded by Landlord. Upon commencement of construction of the first Project pursuant to this Lease, (a) Landlord shall be reimbursed, in full, but without any interest thereon, in the amount of all sums advanced by Landlord pursuant to the foregoing provisions of this Section 25, which, with Landlord's consent, may be effected by a credit to any contribution owed by Landlord with respect to such Project, and (b) Landlord's obligation to fund any sums pursuant to the foregoing provisions of this Section 25 shall automatically and irrevocably terminate.

3. Development Fee. The parties acknowledge that each Project will include a mutually agreeable development fee that will be paid as directed by Tenant.

4. Other Changes. Except as expressly amended by this Third Amendment, the provisions of the Original Lease remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of the Original Lease and the terms of this Third

Amendment, the terms of this Third Amendment shall control. This Third Amendment shall be effective on and after the Effective Date and any reference to the Original Lease in any other document shall be deemed to refer to the Original Lease as amended by this Third Amendment. This Third Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law provisions.

[Balance of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year first above written.

“LANDLORD”

THE CITY OF INDUSTRY,
a municipality organized under the
laws of the State of California

By: 
Name: Paul J. Philips
Its: City Manager

“TENANT”

SAN GABRIEL VALLEY WATER AND
POWER, LLC, a California limited liability
company

By: Sustainable Water and Power LLC,
a California limited liability company
Its: Non-member manager

By: Ambient Communities LLC,
a Delaware limited liability
company
Its: Sole Member

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year first above written.

"LANDLORD"

THE CITY OF INDUSTRY,
a municipality organized under the
laws of the State of California

By: _____
Name: _____
Its: _____

"TENANT"

SAN GABRIEL VALLEY WATER AND
POWER, LLC, a California limited liability
company

By: Sustainable Water and Power LLC,
a California limited liability company
Its: Non-member manager

By: Ambient Communities LLC,
a Delaware limited liability
company
Its: Sole Member

By: _____
Name: Waterfall
Its: Principal

By: _____
Name: Robert Onselmo
Its: Principal