

FOURTH AMENDMENT TO MASTER GROUND LEASE

THIS FOURTH AMENDMENT TO MASTER GROUND LEASE (this “**Fourth Amendment**”) is made and entered into as June 30, 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**”).

RECITALS:

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, (c) that certain Second Amendment to Master Ground Lease, dated as of April 13, 2017, and (d) that certain Third Amendment to Master Ground Lease, dated as of May 23, 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 Fourth Amendment, shall be referred to herein as the “**Lease**”).

C. In furtherance of the foregoing, Landlord and Tenant wish to enter into this Fourth 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. Section 2.3(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

*(a) prepared and submitted a request for an initial study and a notice of preparation under the California Environmental Quality Act (“**CEQA**”) for photovoltaic solar project totaling, in the aggregate, at least four hundred and fifty (450) megawatts of rated annual output (“**Minimum Project**”) with the applicable governing agency with jurisdiction over the relevant portion of the Total Site as defined under CEQA by June 30, 2018.*

3. Section 2.3(c) of the Original Lease is hereby deleted in its entirety and replaced with the following:

*(c) completed and submitted to the Lead Agency a draft Environmental Impact Report (“**EIR**”) for the Minimum Project (if an EIR is required) (i) by November 30, 2019, if the*

Lead Agency allows Tenant to prepare the draft EIR, or (ii) by November 30, 2020, if the Lead Agency does not allow Tenant to prepare the draft EIR.

4. Section 25.1 of the Original Lease is hereby deleted in its entirety and replaced with the following:

25.1 Landlord Funding of Certain Costs. Provided that no event of default has occurred and is continuing, from the Due Diligence Date until the fifth (5th) anniversary thereof, Landlord shall make advancements (whether for retainers, deposits or other pre-payments), subject to the provisions of Section 25.1.2, and/or reimbursements to Tenant for reasonable third-party fees and costs previously incurred by Tenant or to be incurred by Tenant in the future in connection with exploring the feasibility of, and seeking approvals for, the planning and development of Solar Projects, the transmission and/or storage of the power generated thereby, and/or a reservoir project in advance of the execution of one or more Project Leases, in an aggregate amount of not more than Twenty Million Dollars (\$20,000,000), which sums shall be paid or reimbursed not more often than monthly, within fourteen (14) days after, and, in each case, subject to, complying with the following conditions:

5. All the provisions of Section 25.3 of the Original Lease that require Tenant to reimburse (or, with Landlord's consent, provide a credit to any contribution owed by Landlord with respect to such Project) Landlord for all sums provided by Landlord pursuant to Section 25 of the Original Lease upon commencement of construction of the first Project shall also apply to, and include, the increased sum (i.e., Twenty Million Dollars (\$20,000,000)) authorized by the revised version of Section 25.1 of the Original Lease set forth above in Section 4 of this Fourth Amendment.

6. Except as expressly amended by this Fourth 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 Fourth Amendment, the terms of this Fourth Amendment shall control. This Fourth 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 Fourth Amendment.

7. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law provisions. This Fourth Amendment may be executed in one or more counterparts, which, taken together, shall constitute a single instrument.

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date and year first set forth above.

“LANDLORD”

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

By: Paul J. Phillips
Name: Paul J. Phillips
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 Fourth Amendment as of the date and year first set forth above.

“LANDLORD”

THE CITY OF INDUSTRY,
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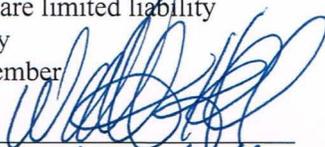
By: _____
Name: _____
Its: _____

“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: WALTER
Its: Principal

By:  _____
Name: ROBERTA D'AMICO
Its: Principal