

**SECOND AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING
WITH
PALE BLUE DOT VENTURES, INC**

This Second Amendment to Memorandum of Understanding (Second Amendment) is entered into by and among Pale Blue Dot Ventures, Inc., a Delaware C corporation (PBDV), and the City of Lompoc, a municipal corporation (City). PBDV and City are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, effective July 17, 2019, City and PBDV, through the formerly named entity, Pale Blue Dot Ventures, LLC, a Delaware limited liability company, entered into a memorandum of understanding (MOU) for the potential sale and development of certain City-owned real property (Project); and

WHEREAS, effective April 22, 2020, City and PBDV amended the MOU to extend some of the deadlines due to the COVID 19 pandemic (First Amendment); and

WHEREAS, the MOU and First Amendment are hereinafter referred to collectively as the Amended MOU;

WHEREAS, PBDV has continued working toward the completion of the current requirements for the Project, as set forth in the Amended MOU; and

WHEREAS, the COVID 19 pandemic (Pandemic) has continued to hamper the ability of PBDV to accomplish, in a timely manner, certain requirements set forth in the Amended MOU related to the Project; and

WHEREAS, due to the Pandemic, PBDV has again requested extensions to certain time requirements on the Amended MOU; and

WHEREAS, the Parties again wish to amend to the Amended MOU to extend certain time requirements and allow City to recover its legal costs related to this Second Amendment.

NOW, THEREFORE, the Parties hereby agree to amend the Amended MOU as follows:

1. Unless otherwise expressly stated herein or required by the context hereof, all terms used in this Second Amendment shall be as defined in the Amended MOU.
2. The deadline for satisfactory completion of the seed-funding round and submission of the MOU Submittals, as required pursuant to Subdivision 3. C. of the Amended MOU, shall be extended by an additional 180 days to 665 days after July 17, 2019.
3. The "Exclusivity Period" as defined in Section 2 of the MOU, and each reference thereto, as well as references to the "545-day period of exclusivity" in the Recitals and in Section 1 of the MOU, shall be extended by an additional 180 days for a total of 845 days after July 17, 2019.
4. City may withdraw from the MOU Security for City's MOU Related Costs an amount to cover its legal costs related to this Second Amendment.
5. Neither this Second Amendment, the Amended MOU nor any duties or obligations under any or all of those documents may be assigned by either of the Parties without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt to make any such assignment without that prior written consent shall immediately terminate the

Amended MOU, including as amended herein, without further notice, except for PBDV's obligations to cover the City's MOU Related Costs, as expanded by this Second Amendment.

6. Except as expressly stated herein, all terms and conditions of the Amended MOU shall remain unchanged and in full force and effect.

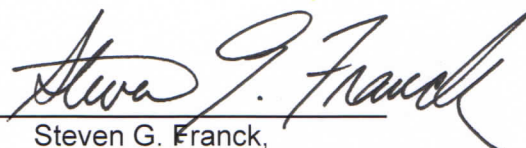
IN WITNESS WHEREOF, this Amendment has been executed on the dates written below and shall be deemed effective as of the date it is signed on behalf of City, as long as it has been signed on behalf of PBDV.

CITY OF LOMPOC, a municipal corporation;

PALE BLUE DOT VENTURES INC., a Delaware corporation

Dated: _____

By: _____
Jenelle Osborne,
Mayor

By: 
Steven G. Franck,
CEO and Secretary

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

Jeff Malawy, City Attorney