

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

This Amendment to Memorandum of Understanding (Amendment) is entered into by and among Pale Blue Dot Ventures, Inc., a Delaware C corporation (PBDV), formerly known as Pale Blue Dot Ventures, LLC, a Delaware limited liability company (PBDV LLC), 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 LLC entered into a memorandum of understanding (MOU) for the potential sale and development of certain City-owned real property (Project); and

WHEREAS, on September 27, 2019, PBDV LLC was converted into PBDV under Delaware law (Conversion), pursuant to which, under the operation of law, PBDV has continued in existence without interruption and for all purposes is deemed to be the same entity that existed before the Conversion, including, without limitation, including the ownership of, and liabilities associated with, the MOU without need for any transferor assignment thereof; and

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

WHEREAS, the current Covid-19 crisis (Crisis) has hampered the ability of PBDV to accomplish, in a timely manner, certain requirements set forth in the MOU related to the Project; and

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

WHEREAS, the Parties wish to amend to the MOU to extend certain time requirements, recognize that PBDV, through the Conversion and by operation of law, continues to be the party to whom the MOU applies, provide for future assignments of the MOU, modify the manner for giving notice to PBDV and allow City to recover its legal costs related to this Amendment.

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

1. Unless otherwise expressly stated herein or required by the context hereof, all terms used in this Amendment shall be as defined in the MOU.
2. The term "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 120 days to a period of time that is 665 days after July 17, 2019.
3. The deadline for satisfactory completion of the seed-funding round and submission of

the MOU Submittals as required pursuant to Section 3(C) the MOU shall be extended by 120 days to 485 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 Amendment.
5. The addresses to which written notices are to be sent shall be changed as follows:

If to PBDV:

Pale Blue Dot Ventures, Inc.
Attn: Steven Franck, CEO
1010 North H Street
LaunchPad Suite B, Box 35
Lompoc, CA 93436

With a copy to:

Pale Blue Dot Ventures, Inc.
Attn: Steven Franck, CEO
8 Lytton Park
Cobham, Surrey
KT11 2HB
United Kingdom

6. Neither this Amendment, the 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 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 Amendment.
7. Except as expressly stated herein, all terms and conditions of the MOU shall remain unchanged and in full force and effect.

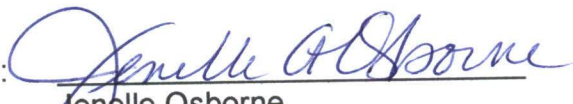
IN WITNESS WHEREOF, this Amendment has been executed on the dates written below and shall be deemed effective as of the date it is signed on behalf of City, as long as it has been signed on behalf of PBDV.

CITY OF LOMPOC, a municipal corporation;


PALE BLUE DOT VENTURES INC., a Delaware corporation

Dated: April 22, 2020

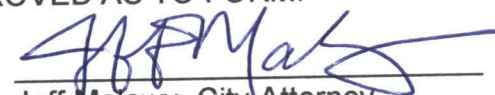
By: 
Steven G. Franck,
CEO and Secretary

By: 
Jenelle Osborne,
Mayor

ATTEST:

By: 
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: 
Jeff Malawy, City Attorney