



INTRODUCTION

This Amendment #1 to Agreement #2019.001535 ("Agreement") between The Regents of the University of California (hereinafter called "UC") and Signal Perfection LTD. (A wholly owned subsidiary of AVI-SPL) ("Transferor") is entered into among UC, AVI-SPL LLC ("Transferee") and Transferor.

PURPOSE

The purpose of this Amendment is to: (1) recognize and consent to the transfer to the Transferee, as a successor in interest, of the Agreement, which has not yet been fully paid, or for which certain obligations remain unfulfilled; and (2) administratively change the name of Supplier with respect to the Agreement:

AGREEMENT

The Agreement provides that it may not be assigned or transferred without UC's prior written consent;

Transferee has acquired the assets of Transferor involved in performing the Agreement and has provided UC with satisfactory documentation of the transfer, and Transferee and/or Transferor has requested UC's written consent to the transfer to Transferee of the Agreement;

Transferee is willing and able to assume and fully perform Transferor's duties and obligations under the Agreement; and

UC has determined that consenting to transferring the Agreement to Transferee as a successor in interest is consistent with its interest.

The parties agree as follows:

1. Transferor confirms the transfer to Transferee, and releases and discharges UC from, and waives, any and all claims, demands, and rights against, UC which it now has or may hereafter have, in connection with the Agreement.
2. Transferee ratifies and confirms all actions taken by Transferor with respect to the Agreement with the same force and effect as if the action had been taken by Transferee;
3. Transferee assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Agreement and assumes responsibility for all duties and obligations of, and all claims UC may have against, Transferor under the Agreement, in all respects as if Transferee were the original party to the Agreement;
4. UC recognizes Transferee as Transferor's successor in interest to the Agreement. Transferee becomes entitled to all rights, titles, and interests of Transferor in the Agreement in all respects as if Transferee were the original party to the Agreement;
5. The foregoing provisions, all payments and reimbursements previously made by UC to Transferor and all other action heretofore taken by UC pursuant to its obligations under the Agreement shall be deemed to have discharged UC's obligations under the Agreement. All payments and reimbursements UC makes after the date of this Amendment in the name of or to Transferor shall have the same force and effect as if made to Transferee and shall constitute a complete discharge of UC's obligations under the Agreement.
6. Transferor and Transferee agree that UC shall not be obligated to pay or reimburse them for any costs, taxes or other expenses, or any increases directly or indirectly arising out of or resulting from the transfer or this Amendment, other than those which UC would have been obligated to pay or reimburse under the terms of the Agreement, and shall hold UC harmless therefrom;

7. The Agreement is modified to substitute Transferor's name for Transferee's name:
 Current Agreement: 2019.001535
 Amendment: 1
8. Transferor guarantees the performance of all duties and obligations which Transferee assumes or may hereafter undertake under the Agreement as they may be amended in accordance with the terms and conditions; and Transferor waives notice of and consents to any such amendment.
9. All other terms, conditions and provisions of the Agreement shall remain in full force and effect; and nothing contained herein shall be construed as a waiver of any of UC's rights against Transferor or Transferee; and
10. This Amendment shall be effective as of the date of the last signature below.

SIGNAL PERFECTION LTD. (A WHOLLY OWNED SUBSIDIARY OF AVI-SPL)

AVI-SPL LLC

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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|--------|--------------------------|--------------------------|-------|
| By: | _____ | _____ | _____ |
| Name: | Steve Benjamin | Steve Benjamin | |
| Title: | Executive Vice President | Executive Vice President | |
| Date: | January 11, 2021 | January 11, 2021 | |