

FIRST AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT
(CELL 1 – 20400 S. MAIN STREET, CARSON, CA)

This FIRST AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (CELL 1 – 20400 S. MAIN STREET, CARSON, CA) (“**First Amendment**”) is made and entered into effective as of November 30, 2023, by and between the CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of California (“**Authority**”), and DISTRICT ESSENTIAL HOUSING, LLC, a California limited liability company (together with its Permitted Assigns, “**Developer**” or collectively with the Authority, the “**parties**”, and each individually, a “**party**”).

R E C I T A L S :

A. Authority and Developer are parties to that certain Exclusive Right to Negotiation Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated November 30, 2022 (the “**ENA**”).

B. The parties desire to amend the ENA on the terms and conditions set forth in this First Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same respective meanings as are given such terms in the ENA unless expressly provided otherwise in this First Amendment.

2. **Term.** The Term set forth in Section 1.A. of the ENA is hereby extended for two (2) years, from November 30, 2023 to November 30, 2025.

3. **Payment of Carry Costs.** Section 1.B.2. of the ENA is hereby amended and restated as follows:

“Developer shall not have any obligation under this Agreement or the Purchase Agreement to pay or reimburse the Authority for any of the operation, maintenance, and other carrying costs for the Project Surface Lot incurred by the Authority in connection with, among other things, maintaining and operating the Remedial Systems installed on the Property (the “**Carry Costs**”) unless and until, and then only if and when, Developer acquires fee title to the Project Surface Lot pursuant to the Purchase Agreement, at which time an amount equal to ten percent (10%) of the Carry Costs (the “**Developer’s Proportionate Share of Carry Costs**”) incurred by the Authority from the Effective Date set forth above until the Closing Date (as such term shall be defined in the Purchase Agreement) shall be due and payable by Developer to the Authority in

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addition to the Purchase Price, all as shall be more fully described in the Purchase Agreement.”

4. **Notices.** Section 5.F of the ENA shall be revised to replace the notice of address of the Authority’s legal counsel as follows:

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attention: Sunny Soltani
Email: ssoltani@awattorneys.com

5. **Indemnification.** Notwithstanding anything to the contrary set forth in the ENA, the indemnification set forth in Section 5.H of the ENA shall not survive termination of the ENA, as amended.

6. **No Further Modification; Conflict.** Except as specifically set forth in this First Amendment, all of the terms and provisions of the ENA shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the ENA and this First Amendment, the terms of this First Amendment shall prevail.

7. **Counterparts.** This First Amendment may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. In order to expedite the transaction contemplated herein, telecopied, .pdf or other electronically delivered signatures may be used in place of original signatures on this First Amendment. The parties intend to be bound by the signatures on the telecopied, .pdf or other electronically delivered document, are aware that the other party or parties will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby wave any defenses to the enforcement of the terms of this First Amendment based on the form of signature.

8. **Authority.** The person(s) executing this First Amendment on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of such party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment, and (iv) entering into this First Amendment does not violate any provision of any other agreement to which such party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed effective as of the day and year first above written.

AUTHORITY:

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

By: _____
Lula Davis-Holmes
Chair

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

Sunny Soltani
Authority Counsel

DEVELOPER:

DISTRICT ESSENTIAL HOUSING, LLC, a
California limited liability company

By: _____
Name: _____
Title: _____