

FIRST AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE
[Hacienda La Subida]

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this “Amendment”), dated as of _____, 2020 (the “Effective Date”), is entered into by and between HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“Seller”), and LENNAR HOMES OF CALIFORNIA, INC., a California corporation (“Buyer”).

R E C I T A L S

A. Seller and Buyer are parties to that certain Agreement of Purchase and Sale, dated August 23, 2018 (“Original Agreement”) for the sale and purchase of approximately 12.6 acres of real property located at 15405 La Subida Drive in Hacienda Heights, County of Los Angeles, as more particularly described in the Original Agreement (“Property”). All initially capitalized terms not defined in this Amendment shall have the meanings given said terms in the Original Agreement.

B. Buyer previously provided the Notice to Proceed, and Escrow Holder has released the Release Deposit to Seller.

C. The Original Agreement required the Closing Date to occur on or before August 22, 2020, subject to two six-month extensions that could be requested by either party under Original Agreement Section 7.2(b)(i) (“Original Extensions”).

D. As a result of the COVID-19 pandemic and governmental shutdown orders, and Buyer’s representation of the ambiguity and delay in metrics adopted by the County in implementing SB 743, the Property entitlement process has been significantly delayed, and the parties have therefore agreed to a potential further extension of the Closing Date as a result.

E. The parties now desire to amend the Original Agreement to exercise the Original Extensions and to allow for a possible further one (1) year extension as more particularly set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Application of Original Extensions. The parties hereby agree to exercise the Original Extensions and, as a result, the Closing Date must now occur no later than August 22, 2021.

2. Additional Extension. Provided that Buyer has used commercially reasonable efforts to obtain the Entitlements, if the Entitlements Condition will not be satisfied by August 22, 2021, Buyer shall have the right to extend the Closing Date for one (1) additional year, until August 22, 2022, by providing written notice to Seller and Escrow Holder within sixty (60) days prior to August 22, 2021. Said notice shall also instruct Escrow Holder to immediately release to Seller from the Deposits still in Escrow the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) ("Extension Release"). The Extension Release shall be treated for all purposes as an increase in the Release Deposit, all Original Agreement references to the Release Deposit as \$1,300,000 shall be changed to be \$1,425,000 and other related amounts shall be adjusted accordingly. Without limiting the generality of the foregoing, the parties agree that the Extension Release shall be part of the Release Deposit for purposes of the Deposit Return Obligation referenced in Original Agreement Section 1.2(b)(iv) and the Deed of Trust.

3. Regular Progress Updates; Continued Efforts to Obtain Entitlement Approval. Upon mutual execution of the Amendment, Buyer shall provide to Seller written monthly progress updates on the Entitlements, which shall reflect and confirm Buyer's commercially reasonable efforts to obtain County approvals .

4. Full Force and Effect; Integration. Except as amended hereby, the Original Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment shall control. The Original Agreement, as amended by this Amendment: (a) integrates all the terms and conditions mentioned in or incidental to the Original Agreement; (b) supersedes all oral negotiations and prior writings with respect to its subject matter; and (c) is intended by the parties as the final expression of their agreement with respect to the terms and conditions set forth therein and as the complete and exclusive statement of the terms agreed to by the parties.

5. Counterparts. This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Amendment may also be delivered by facsimile or electronic mail transmission (in pdf or similar format including by electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) and may execute it by electronic signature with the same force and effect as if an original executed counterpart "hard" copy of this Amendment had been delivered by the delivering party. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Amendment. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

“Seller”

“Buyer”

HACIENDA LA PUENTE UNIFIED
SCHOOL DISTRICT, a school district
organized and existing under the State of
California

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received a fully executed copy of this Amendment and agrees to be bound by and perform the terms hereof as such terms apply to the Escrow Holder. Escrow Holder shall execute two originals of this Acceptance and promptly deliver one original to each of Seller and Buyer for attachment to their execution originals of this Amendment.

DATE: _____, 2020

“Escrow Holder”

First American Title Company

By: _____

Name: _____

Title: _____

Escrow No. OSA-5645502