

**SECOND AMENDMENT TO AGREEMENT FOR  
PURCHASE AND SALE OF REAL ESTATE  
(AND JOINT ESCROW INSTRUCTIONS)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (AND JOINT ESCROW INSTRUCTIONS) ("**Second Amendment**") is made by and between **PACIFIC COAST HOMES**, a California corporation ("**Seller**"), and **THE CITY OF FULLERTON**, a California municipal corporation ("**Buyer**" or "**City**") (each, a "**Party**" and collectively, "**the Parties**"), effective as of the date this Second Amendment is signed by the last to sign of Seller and Buyer, as reflected beneath their respective signatures, on the following terms and conditions.

RECITALS:

- a. The Parties entered into that certain AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (AND JOINT ESCROW INSTRUCTIONS) for the sale of certain real property in the City of Fullerton, effective as of July 20, 2020 as amended by the First Amendment thereto, effective as of November 24, 2020 (the "**Agreement**").
- b. The Parties now desire to amend the Agreement and enter into this Second Amendment on the terms and conditions provided herein.
- c. The Parties further intend that except for the amendments provided herein, all terms and conditions in the Agreement shall remain in full force and effect.
- d. Capitalized terms used herein shall have the meaning set forth in the Glossary of Terms in the Agreement, or if no definition is set forth in the Glossary of Terms, such capitalized terms shall have the meaning immediately following or preceding the use of such terms in the Agreement of this Second Amendment.

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Paragraph 5: Remedial Action Plans/Closing Date.** Paragraph 5 of the Agreement is amended and replaced to provide, in full, as follows:

Seller has provided the approved Remedial Action Plan ("**Approved RAP**") for the Real Property to Buyer. Buyer shall provide the Approved RAP to funding agencies that are providing grant funding to be used by Buyer, in part, to purchase the Real Property. Closing hereunder shall occur no later than June 30, 2021 ("**Closing Date**").

2. **Glossary of Terms.** The Glossary of Terms is amended to provide, as to the Closing Date, as follows:

**"Closing Date"**: Has the meaning set forth in Paragraph 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the dates indicated below.

**BUYER**

**THE CITY OF FULLERTON, a municipal corporation**

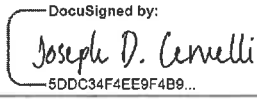
By: 

Its: City Manager

Dated: 3-22, 2021

**SELLER**

**PACIFIC COAST HOMES, a California corporation**

By: 

Its: Vice President

Dated: March 22, 2021