SECOND AMENDMENT TO REAL ESTATE OPTION AND PURCHASE AND SALE AGREEMENT

This Second Amendment to the Real Estate Option and Purchase and Sale Agreement (the "Amendment") is entered into on this 15th day of July, 2026, ("Effective Date") by and between SA Golden Investments, Inc., a California corporation ("Buyer"), and the City of Fontana, a California municipal corporation ("Seller"), to amend that certain Real Estate Option and Purchase and Sale Agreement dated as of February 22, 2024, as amended (the "Agreement").

RECITALS

WHEREAS, Buyer and Seller are parties to the Agreement, pursuant to which Seller granted to Buyer an exclusive option to purchase certain real property located in the City of Fontana, County of San Bernardino, State of California, and more particularly described in the Agreement (the "Option Property"); and

WHEREAS, Buyer and Seller desired to amend certain terms of the Agreement, confirm Buyer's intention to exercise the Option to Purchase, and provide Buyer's Feasibility Approval notice, Buyer and Seller executed the First Amendment to the Agreement on May 4, 2026; and

WHEREAS, the parties desire to amend the Agreement further to modify certain terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS

The Agreement is hereby amended as follows:

1. Section 6 E. Balance of Purchase Price. Section 6.E. is hereby amended to read as follows:

   "E. Balance of Purchase Price. Prior to 10:00 a.m. on the day of the Closing, Buyer shall deposit the balance of the Purchase Price, together with such other amounts as may be required in order to pay Buyer's share of closing costs and prorations. Notwithstanding anything to the contrary contained herein, at Buyer's election, in lieu of immediately available funds for the balance of the Purchase Price, Buyer may execute and deliver to Escrow a Promissory Note, which includes payment terms acceptable to Seller."

2. Except as expressly amended by this Second Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect, In the event of any conflict between the terms of the Agreement and this Second Amendment, the terms of the Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

SELLER:

City of Fontana

By:_________________________

Name:

Title:

BUYER:

SA Golden Investments, Inc.

By:_________________________

Name:

Title: