

**FOURTH AMENDMENT TO THE
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

(Fontana - Southridge)

THIS FOURTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “Fourth Amendment”) is dated as of October 1, 2021, and is entered into by and between the Fontana Housing Authority, a public body corporate and politic (the “**Authority**”) on the one hand, and The Related Companies of California, LLC, a California limited liability company (“**TRCC**”), and LaBarge Industries LLC, a Delaware limited liability company (“**LaBarge**,” and together with TRCC, the “**Developer**”), on the other. Authority and Developer together may be referred to herein as the “**Parties**,” and each a “**Party**.” The Parties enter into this Fourth Amendment with reference to the following recited facts (collectively, the “**Recitals**,” and each a “**Recital**”):

RECITALS

A. The Parties are bound by that certain Exclusive Negotiating Rights Agreement (as amended, the “**Agreement**”), by which the Parties established procedures and standards for the negotiation of a disposition and development agreement (a “**DDA**”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

B. The Parties previously entered into a First Amendment to the Agreement dated August 5, 2020, extending the original renewal deadline of August 6, 2020, by an additional one hundred eighty (180) days to February 2, 2021, pursuant to section 1.2 of the Agreement; and a Second Amendment to the Agreement dated February 1, 2021, extending the renewal deadline to August 2, 2021. In addition, the parties entered into a Third Amendment to the Agreement dated August 2, 2021, extending the renewal deadline to October 1, 2021 (as most recently revised, the “**Revised Renewal Deadline**”).

C. The Parties now wish to further amend the Agreement to extend the Revised Renewal Deadline until July 15, 2022. This extension of the Revised Renewal Deadline is warranted here, to allow the Developer and the Authority sufficient time to negotiate, approve and execute a DDA for the project and for the Developer to obtain any and all required entitlements necessary for construction. In the Executive Director’s reasonable judgment, the Developer has made sufficient progress toward a mutually acceptable DDA (in light of the economic activity-hampering effects of the global COVID-19 pandemic), by submitting to the Authority both a drainage profile addressing the drainage issues from the detention basin and a schematic site plan for the Development.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH THE PARTIES ACKNOWLEDGE, AND PURSUANT TO THE PROMISES AND COVENANTS SET FORTH IN THIS FOURTH AMENDMENT, THE PARTIES AGREE, AS FOLLOWS:

1. Performance. All deadlines set forth in the Agreement, including, without limitation, the Negotiating Period, shall be extended to July 15, 2022. The Authority hereby represents

that notwithstanding anything to the contrary contained in the Agreement, the Authority has authority to extend all deadlines set forth in the Agreement, including, without limitation, the Negotiating Period.

During the extended Negotiation Period, Developer shall obtain any and all entitlements required for development of the project and shall use good faith efforts to negotiate and execute a DDA for the project. In addition, the Developer shall prepare and submit an application for tax credits for the project, to the Tax Credit Allocation Committee. If these items are not completed to the Executive Director's reasonable satisfaction, this Agreement shall terminate on July 15, 2022 and no further amendments or extensions shall be granted.

2. Funds. The Parties acknowledge that Authority has provided Developer with Three Hundred Fifty Thousand Dollars (\$350,000.00) in predevelopment loan funds (the "Loan"). The Loan is memorialized by an Authority Subordinate Development Loan Note dated August 2, 2021 (the "Predevelopment Note") and shall be rolled into a "residual receipts loan" to be more particularly described in the DDA and repaid following the close of escrow. The Parties agree that if the DDA is not executed or if the transaction does not close, the Loan will be deemed satisfied in full once all work product generated by virtue of Loan funds and all contracts related thereto is turned over and delivered and assigned (as applicable) to the Authority within thirty (30) days of expiration or termination of this Agreement. The Parties agree that the foregoing provision hereby amends both the Agreement and the Predevelopment Note.
3. Effective Date of Fourth Amendment. This Fourth Amendment shall be effective as of October 1, 2021.
4. Effect Upon Agreement. Except as expressly amended by this Fourth Amendment, the Agreement remains in full force and effect, unmodified except as otherwise expressly provided herein. Wherever the term "Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by the First, Second and Third Amendments and this Fourth Amendment. In the event of any direct conflict or inconsistency between the terms of the Agreement, the First, Second and Third Amendments, the terms of this Fourth Amendment shall be controlling to the extent of such conflict or inconsistency.
5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, including the transmission of counterparts by facsimile or electronic mail, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Fourth Amendment.

[Signatures on following page]

SIGNATURE PAGE
TO THE FOURTH AMENDMENT TO THE
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IN WITNESS WHEREOF, the Authority, TRCC and LaBarge have executed this FOURTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT by and through the signatures of their duly authorized representative(s) set forth below:

FONTANA HOUSING AUTHORITY, a
public body corporate and politic:

THE RELATED COMPANIES OF
CALIFORNIA, LLC, a California limited
liability company:

By: _____
Name: Shannon Yauchzee
Its: Interim Executive Director

By: _____
Name: Frank Cardone
Its: President

Date: _____

Date: _____

Attest:

LABARGE INDUSTRIES LLC, a Delaware
limited liability company:

By: _____
City Clerk

By: _____
Name: Joshua LaBarge
Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____