

## FIRST AMENDMENT TO OPTION TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION TO LEASE AGREEMENT (“**Amendment**”) is entered into effective as of October 31, 2024 (“**Effective Date**”), by and between CITY OF COSTA MESA, a California municipal corporation (“**Optioner**” or “**City**”), and JHC-ACQUISITIONS, LLC, a California limited liability company (“**JHC**”). Optioner and JHC are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. Optioner and JHC, entered into that certain Option to Lease Agreement dated July 16, 2024 (“**Option to Lease**”), for certain real property located at 695 W. 19<sup>th</sup> Street (APN 424-211-01), in the City of Costa Mesa (“**City**”), County of Orange (“**County**”), State of California, as more particularly described on Exhibit “A, (the “**City Property**”) attached to the Option to Lease.

B. The Option to Lease will expire by its terms on October 31, 2024.

C. The Costa Mesa City Council provided in its July 16, 2024 approval of the Option to Lease, the ability of JHC to extend the Option to Lease another one-hundred-twenty (120) days through February 28, 2025.

D. JHC desires to extend the Option to Lease another one hundred twenty (120) days to February 28, 2025 and Optioner consents to the extension.

E. The Parties desire to amend the Option to Lease in the manner hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the tender, receipt and sufficiency of which are hereby acknowledged, the Option to Lease is hereby amended as follows:

### TERMS

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Option to Lease Extension.** Section 2 (a), “Term of Option,” is amended as follows: Option to Lease term (“**Term**”) shall expire on February 28, 2025 (“**Expiration Date**”), unless sooner terminated pursuant to the terms of this First Amendment.
3. **Defined Terms.** Defined terms not otherwise specifically defined in this Amendment shall have the same meaning in the Option to Lease.
4. **Effective Date.** This First Amendment shall be effective upon the date this First Amendment is approved by Optioner and two (2) copies are executed by JHC after execution by JHC and delivered to Optioner.

5. **Attorney's Fees.** If any legal action is commenced to enforce any of the terms of this First Amendment, the prevailing party will have the right to recover its reasonable attorney's fees and costs from the other Party.
6. **Effect of First Amendment.** Except as provided in this First Amendment, all other terms of the Option to Lease are unamended and shall remain in full force and effect. In case of any inconsistencies between the terms and conditions contained in the Option to Lease and the terms and conditions contained herein, the terms and conditions of this First Amendment shall control. This First Amendment supersedes any and all other documents pertaining to the subject matter of this First Amendment.
7. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
8. **Authorization.** The person(s) executing this First Amendment on behalf of JHC represents and warrants that (i) JHC is duly organized and existing under the laws of California; (ii) they are duly authorized to execute and deliver this First Amendment on behalf of JHC; (iii) upon execution, this First Amendment is binding upon JHC; and (iv) entering into this First Amendment does not violate any provision of any other agreement to which JHC is bound.

[Signatures on next page]

IN WITNESS WHEREOF, this Amendment is entered into by the parties as of the day and year first above written.

“Optioner”

CITY OF COSTA MESA,  
a California municipal corporation

By: Lori Ann Farrell  
Lori Ann Farrell, City Manager

ATTEST:

Brenda Green  
Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow, City Attorney

“JHC”

JHC-ACQUISITIONS, LLC,  
a California limited liability company

By: Jamboree Housing Corporation, a California limited  
Liability corporation

By: Michael Massie  
Name: Michael Massie  
Title: Executive Vice President and Chief  
Development Officer