

**AMENDMENT TO
EXCLUSIVE NEGOTIATIONS AGREEMENT
(1411 Rumrill Blvd)**

This AMENDMENT TO EXCLUSIVE NEGOTIATIONS AGREEMENT (the “Amendment”) is entered into as of this _____ day of _____, 2026 (the “Effective Date”), by and between the City of San Pablo, a California municipal corporation (the “City”), and Community Development Partners, a California corporation (“CDP”).

Recitals

A. The City and CDP entered into an Exclusive Negotiations Agreement dated May 6, 2026 (hereinafter the “ENA”).

B. The purpose of the ENA is to establish procedures and standards for the negotiation by the City and CDP of a Disposition and Development Agreement (the “DDA”) providing for the sale and development of the Property that is the subject of the ENA.

C. The ENA currently provides that the Negotiation Period (as therein defined) will expire on August 4, 2026, and the parties desire to extend it for an additional sixty (60) days.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Recitals. The Recitals are true and correct and incorporated herein by this reference.

2. Terms. All undefined terms when used herein shall have the same respective meanings as are given such terms in the ENA unless expressly provided otherwise in this Amendment.

3. Extension of Negotiation Period. The Negotiation Period set forth in Section 2 of the ENA is hereby extended by an additional sixty (60) days and thus will expire on October 3, 2026.

4. No Other Modifications. Except as otherwise provided herein, all other terms and provisions of the ENA shall remain in full force and effect, unmodified by this Amendment. To the extent of any inconsistency with the terms and conditions of the ENA, the terms and conditions of this Amendment shall govern. Nothing in this Amendment shall be deemed to reduce the rights and remedies under the ENA.

5. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the City and the CDP.

6. Governing Law. The provisions of this Amendment shall be construed and enforced in accordance with the laws of the State of California.

7. Authority. The City and CDP represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

8. Counterparts. This Amendment may be executed in any number of counterparts. Any such counterpart, when executed, shall constitute an original of this Amendment, and all such counterparts when appropriately delivered between the City and CDP shall constitute one and the same Amendment.

IN WITNESS WHEREOF, this Amendment was executed by the parties hereto as of the date first above written.

CITY OF SAN PABLO, a California municipal corporation By: _____ Matt Rodriguez, City Manager “City”	COMMUNITY DEVELOPMENT PARTNERS, a California corporation By: _____ Eric Paine, Chief Executive Officer “CDP”
ATTESTED: Date: _____ By: _____ City Clerk	
APPROVED AS TO FORM: Date: _____ By: _____ Special Counsel	