

FIRST AMENDMENT TO JOINT COMMUNITY FACILITIES AGREEMENT

This First Amendment to Joint Community Facilities Agreement (the “JCFA Amendment”) is entered into as of _____, 2024, by and between County Sanitation District No. 20 of Los Angeles County, a county sanitation district organized and existing under the laws of the State of California (the “Sanitation District”), California Municipal Finance Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and Pacific Communities Builder, Inc., a corporation organized and existing under the laws of the State of California (the “Developer”).

RECITALS

WHEREAS, the Authority has previously established California Municipal Finance Authority Community Facilities District No. 2022-8 (City of Palmdale – Wildflower/Creekside Encore) (the “Community Facilities District”); and

WHEREAS, in connection therewith, the Authority, Sanitation District, and the Developer entered into that certain Joint Community Facilities Agreement, dated as of September 1, 2022 (the “Original JCFA”), with respect to the Community Facilities District; and

WHEREAS, the Authority desires to annex additional real property into the Community Facilities District, the project for which includes 73 lots; and

WHEREAS, in connection with such annexation, an amendment to the Original JCFA is necessary; and

WHEREAS, the Authority, Sanitation District, and the Developer now desire to enter into this JCFA Amendment in order to amend certain provisions of the Original JCFA as provided herein.

NOW, THEREFORE, in consideration of the execution and performance of this JCFA Amendment and of the mutual promises and covenants herein contained, the parties hereto agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. All of the foregoing Recitals are correct and are incorporated in this JCFA Amendment by reference.

Section 2. Amendment to Definitions in Original JCFA. The following amendments to Section 6 of the Original JCFA are hereby made by this JCFA Amendment:

2.1. The definition of “Available Return Amount” in Section 6 of the Original JCFA is hereby deleted and replaced with the following:

“Available Return Amount” means an amount equal to the remainder of (i) the amount of Bond proceeds deposited in the Sanitation District Facilities Account, less (ii) \$50,000.

2.2. The definition of “Subject Units” in Section 6 of the Original JCFA is hereby deleted and replaced with the following:

“Subject Units” means the approximately 279 residential units, consisting of single-family homes, to be constructed on the Property within the boundaries of the Community Facilities District, for which entitlements have been obtained by the Developer or an affiliate thereof.

Section 3. Binding on Successors; No Third-Party Beneficiaries. This JCFA Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This JCFA Amendment is entered into solely for the benefit of the parties and the successors, transferees and assigns of all parties. Other than Authority, Sanitation District, and Developer, and their successors, transferees, and assigns, no third person shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this JCFA Amendment.

Section 4. Interpretation Guides. In interpreting this JCFA Amendment, it shall be deemed that it was prepared by the parties jointly and no ambiguity shall be resolved against any party on the premise that it or its attorneys were responsible for drafting this JCFA Amendment or any provision thereof. Headings used in this JCFA Amendment are for convenience and ease of reference only and are not intended nor may be construed as a guide to interpret any provision of this JCFA Amendment.

Section 5. Due Authority of Signatories to Execute Agreement. Each individual signing this JCFA Amendment warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents to enter into this JCFA Amendment on behalf of the party.

Section 6. California Law Governs. This JCFA Amendment and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

Section 7. Counterparts. This JCFA Amendment may be signed and executed in one or more counterparts which, taken together, shall constitute one original document.

Section 8. Amendments. This JCFA Amendment and the Original JCFA may only be amended by written amendment signed by all parties hereto.

Section 9. Original JCFA to Remain in Effect. Save and except as amended and supplemented by this JCFA Amendment, the Original JCFA shall remain in full force and effect. All of the remaining provisions of the Original JCFA shall apply to this JCFA Amendment.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this JCFA Amendment to be executed as of the day and year first above written.

**CALIFORNIA MUNICIPAL FINANCE
AUTHORITY**

By: _____
Executive Director

**COUNTY SANITATION DISTRICT OF LOS
ANGELES COUNTY**

By: _____
Chief Engineer and General Manager

PACIFIC COMMUNITIES BUILDER, INC.

By: _____
Authorized Representative