

FIRST AMENDMENT TO INSPECTION AND CONFIDENTIALITY AGREEMENT

This First Amendment to Inspection and Confidentiality Agreement (“Amendment”) dated effective as of October 31, 2023 for reference purposes only, is made by and between Frontier California Inc. and its affiliates (“Frontier”), and City of Covina (“Prospective Purchaser”), with reference to the following facts:

A. Frontier and Prospective Purchaser have previously entered into that certain Inspection and Confidentiality Agreement dated as of September 11, 2023 (“Agreement”) to allow Prospective Purchaser to begin its review and investigations of that certain property located at 175 E Center St and 176 E Badillo St., Covina, CA (“Property”).

B. Frontier and Prospective Purchaser desire to amend the Agreement as hereinafter set forth.

THEREFORE, FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Extension of Expiration Date. Paragraph 7 of the Agreement is hereby amended to provide that the Expiration Date shall be March 31, 2024, subject to rights to further extend as set forth in the Agreement.

2. Amendment of Section 3 to Permit Samples and Photographs. Section 3 of the Agreement is hereby amended to: (i) permit the City through its consultant(s) to take reasonable soils samples (to be split samples, shared with Frontier) and to take reasonable samples of accessible interior and exterior improvements (for testing for asbestos and possibly other hazardous materials); and (ii) permit the City and its consultants to take photographs of improvements and equipment to assist City in identifying improvements and equipment proposed to be purchased by City from Frontier and alterations by City that might be necessary. Prospective Purchaser shall repair all damages not repaired by its testing consultant(s), at Prospective Purchaser’s cost, unless Prospective Purchaser buys the applicable Property damaged (from Frontier).

3. Insurance Required of Third Parties. Section 6.1 of the Agreement is hereby amended to change the amounts of insurance required of “Related Parties” to One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

4. Miscellaneous.

4.1 Full Force and Effect. All terms and provisions of the Agreement shall remain in full force and effect, except as expressly amended or modified herein, and are hereby ratified and reaffirmed. In the event of any conflict or discrepancy between the Agreement and this Amendment, the provisions of this Amendment shall control.

4.2 Counterparts. This Amendment may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such

amendment/agreement. An executed counterpart of this Amendment may be delivered by e-mail or mail and such manner of delivery shall be binding on the undersigned.

4.3 Electronic Signatures. This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, “electronic signature” shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Executed as of the date first above written.

FRONTIER:

Frontier California Inc., a California corporation

By: _____

Name: _____

Title: _____

PROSPECTIVE PURCHASER:

City of Covina

By: _____
Name: _____
Title: _____