

FIRST AMENDMENT TO RIGHT OF ENTRY AND ACCESS AGREEMENT

This First Amendment to the Right of Entry and Access Agreement ("First Amendment"), dated July 21, 2020 dated for reference purposes as July 21, 2020 is entered into by and between the City of West Covina, California, ("City") and Singpoli BD Capital Group LLC, ("Developer") (the "Access Agreement").

Recitals

A. On July 16, 2019 Developer and City entered into a Right of Entry and Access Agreement concerning approximately 134 acres, consisting of seven (7) individual parcels (Assessor's Parcel Numbers 8472-001-919, 8735-001-920, 8735-001-931, 8735-002-906, 8735-002-909, and 8735-002-910) and an adjacent 85 acres the City has under a License Agreement (Assessor's Parcel Number 8735-022-018).

B. City and Developer have agreed that Developer desires to enter upon and gain temporary access to the City Property and License Property (the "Development Area") to inspect them and perform certain due diligence activities in connection with the negotiation of the proposed Agreement of Purchase and Sale and Joint Escrow Instructions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained therein and in the Agreement, the Parties agree that the Agreement shall be amended as follows:

1. Section 2, "Conditions of the Inspections" shall be amended to read as follows:

b. Developer shall give the City and DTSC at least forty-eight (48) hours' notice via telephone or electronic mail prior to starting an Inspections on the Development Area. Developer shall give BKK Agents at least forty-eight (48) hours' notice via electronic mail prior to accessing the site. Developer shall not excavate any soils on Parcel 3.

e. The following sentence is added to the subsection: Developer shall not conduct any Intrusive Inspections on the City Property without the prior consent of DTSC.

2. Section 3, "Term," shall be amended to read as follows:

Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the Inspections have been completed to the reasonable satisfaction of Developer, but in no event longer than the term of the Agreement of Purchase and Sale and Joint Escrow Instructions and amendments thereto.

3. Section 4, "Restoration Obligations," is amended to add the following sentence: "Developer shall promptly notify DTSC of any discovery by it or its Agents of any damaged area or hazardous or toxic materials discovered on the Development Area during the Inspections(s) provided for herein.

4. Section 5, "Assumption of Risk and Releases," is amended to provide that DTSC, its officials, officers, agents, employees and representatives also are released and shall not be

liable in any manner for injury to or death of Developer or its Releasees arising from the Inspection,

5. Section 6., "Indemnification" is revised to provide include DTSC and its officials, officers, agents, employees and representatives.

6. Section 7, "Insurance" is amended to provide that DTSC and its officials, officers, agents, employees and representatives shall be additional insureds.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the dates set forth below.

CITY:

City of West Covina

By:  _____
David N. Carmany, City Manager

Date: 8-4-20

DEVELOPER:

Singpoli BD Capital Group, LLC

By:  _____
Kin Hui, Manager

Date: 7/30/2020

Attest:

By:  _____
Lisa Sherrick, Assistant City Clerk

Approved as to form:

JONES & MAYER

By:  _____
Thomas P. Duarte, City Attorney