

**SECOND AMENDMENT TO
OPTION AND PURCHASE AND SALE AGREEMENT
[Unimproved Property]**

This Second Amendment to Option and Purchase and Sale Agreement [Unimproved Property] (“**Second Amendment**”) is entered into this __ day of _____, 20__ (“**Effective Date**”), by and between the **CITY OF ROSEVILLE**, a municipal corporation (“**Seller**” or “**Optionor**”) and **PDC SACRAMENTO LPIV, LLC**, a Delaware limited liability company (“**Buyer**” or “**Optionee**”).

RECITALS

A. Seller and Buyer previously entered into and executed that certain Option and Purchase and Sale Agreement dated March 3, 2021, as first amended on November 17, 2021, (and as may be further amended, the “**Agreement**”), relating to that certain land located at 6382 Phillip Road, Roseville, CA, together with all improvements located thereon (the “**Property**”), as more fully described in the Agreement.

B. Seller and Buyer have agreed to amend the Agreement in certain respects as set forth herein.

C. All capitalized terms not otherwise specifically defined in this Second Amendment shall have meanings ascribed to such terms in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Agreement and Incorporation of Recitals. Notwithstanding any prior documentation to the contrary, Seller and Buyer hereby modify the Agreement, as amended by this Second Amendment. Buyer and Seller hereby agree that the Agreement remains in full force and effect, as modified by this Second Amendment. The above recitals are hereby incorporated by this reference.
2. Due Diligence Extension. The parties hereto have agreed to and do hereby extend the Due Diligence Period as stated on the Information Sheet under “Important Dates” to the time when entitlements are issued by the City and all appeal periods have expired, at no additional cost to the Buyer.
3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having

additional signature pages executed by other parties to this Second Amendment attached thereto.

4. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control.
5. Electronic Signatures. This Second Amendment may be signed and delivered (including by facsimile, "pdf" or other electronic transmission) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Second Amendment. This Second Amendment may be executed through an electronic signature/online digital signature service, such as "DocuSign", and any such execution by a party by such electronic signature shall be valid, effective and binding upon the party executing.
6. Entire Agreement. The Agreement, as modified by this Second Amendment, embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to the Option and Purchase and Sale Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Buyer has caused this Second Amendment to the Option and Purchase and Sale Agreement to be executed.

SELLER:

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

BUYER:

PDC SACRAMENTO LP IV, LLC,
a Delaware limited liability company

BY: PDC Sacramento, LLC, a
a Delaware limited liability
company
Its Manager

BY: _____
TIMOTHY SCHAE DLER
Local Partner

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 9/28/22 before me, Angelique B. Kaminski, Notary Public
(insert name and title of the officer)

personally appeared Timothy Schaedler
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Angelique B. Kaminski* (Seal)

