

FOURTH EXTENSION OF TERM OF NEGOTIATION PERIOD

This **FOURTH EXTENSION OF TERM OF NEGOTIATION PERIOD** is executed as of 4/22, 2021 by and between the **CITY OF GARDEN GROVE**, a municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), and **NEW AGE GARDEN GROVE LLC**, a California limited liability company (the "Developer") (the Developer and the City are collectively referred to herein as the "Parties").

RECITALS

A. The Parties have entered into a Second Amended and Restated Exclusive Negotiating Agreement dated as of April 24, 2018 (the "ENA"), pursuant to which the parties have agreed to negotiate towards a Disposition and Development Agreement for the development of real property identified in the DDA as the Site for the term which term was extended by the Extension of Term of Negotiation Period to December 31, 2019, Second Extension of Term of Negotiation Period to December 31, 2020, and Third Extension of Term of Negotiation Period to April 30, 2021.

B. The Third Extension identified a Reimbursement Agreement with Developer regarding the preparation and processing of California Environmental Quality Act ("CEQA") compliance documents (the "Reimbursement Agreement").

C. The Third Extension also identified a Professional Services Agreement between City and HELIX Environmental and Planning regarding preparation of compliance documents with CEQA (the "HELIX Agreement").

NOW, THEREFORE, the City and the Developer hereby agree as follows:

1. **Extension of Negotiating Period.** The Term of the Negotiation Period, as set forth in Section 1b. of the ENA, is hereby extended to the period ending on April 30, 2022.

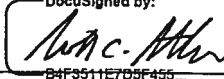
2. **Agreement for Reimbursement for Preparation of Environmental Clearance.** The Reimbursement Agreement remains in full force in accordance with its terms. HELIX Agreement has been terminated and a new Agreement has been entered into with AECOM for the preparation/processing of an environmental document and associated technical studies in compliance with CEQA which the parties recognize as in compliance with the Reimbursement Agreement.

3. **Enforceability of ENA.** Except as set forth above, all other terms and conditions of the ENA are enforceable in accordance with its provisions.

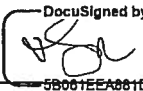
[SIGNATURE PAGE FOLLOWS]


CITY:

CITY OF GARDEN GROVE,
a municipal corporation

By: 
City Manager

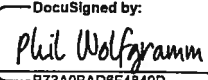
APPROVED AS TO FORM:


Stradling Yocca Carlson & Rauth PC
Special Counsel to City

ATTEST: 
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 4/22/21

DEVELOPER:

NEW AGE GARDEN GROVE, LLC,
a California limited liability company

By: 
Its: _____