

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

This Assignment, Assumption and Amendment of Exclusive Negotiating Rights Agreement (this “Agreement”) is entered into as of the December ____, 2024 (the “Effective Date”), by and amongst Veterans Accession House, a California nonprofit corporation (“Assignor”) Eden Housing, Inc., a California nonprofit public benefit corporation (“Assignee”), and the County of Contra Costa, a political subdivision of the State of California (the “County”).

RECITALS

A. Assignor and County entered into an Exclusive Negotiating Rights Agreement dated May 9, 2023 (the “ENRA”), with respect to the development of real property located on Canal Road, near Amerson Road in Bay Point, California, having Assessor’s Parcel Number 093-170-018, 093-170-021, 093-170-022, 093-170-076, and 093-170-078 (the “Property”).

B. Assignor now desires to assign to Assignee and Assignee desires to accept the assignment from Assignor all of Assignor’s right, title, and interest in and obligations under the ENRA, and the County has approved this assignment.

C. Concurrently herewith, Assignee and County desire to amend certain provisions of the ENRA.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment by Assignor. Assignor hereby assigns to the Assignee, and the Assignee hereby accepts and assumes from Assignor, all of Assignor’s rights, title, and interest in and obligations under the ENRA.
2. Acceptance of Assignment. The Assignee hereby accepts the above assignment and hereby assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of Assignor pursuant to the ENRA. Any reference to Assignor as “Developer” in the ENRA shall be deemed to be a reference to the Assignee solely.
3. Release of Assignor. Assignee releases Assignor from all obligations imposed under the ENRA.
4. Representations. Assignor hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the ENRA.
5. Effective Date. The provisions of this Agreement shall be effective as of the Effective Date of this Agreement.
6. County Consent. The County hereby consents to this Agreement.
7. Amendments to ENA. Assignee and County hereby agree to amend the ENRA as follows:

- A. Section 2 shall be amended to extend the Negotiating Period to December 31, 2026.
- B. Section 4 shall be amended to replace the Developer's representative with Andrea Osgood, Chief of Real Estate Development or Aruna Doddapaneni, Senior Vice President of Development.
- C. Section 20 shall be amended to replace the Developer notice address with:

Eden Housing Inc.
22645 Grand Street
Hayward, CA 94541
Attn: Tami Strauss

8. General Provisions.

- 8.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 8.2 Entire Agreement; Amendment. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement or Section 7 of the Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.
- 8.3 Partial Invalidity. If any provision of this Agreement or Section 7 of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement or the ENRA (as applicable) shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 8.4 Governing Law. This Agreement and or the ENRA are to be governed by, and construed in accordance with, the laws of the State of California.
- 8.5 Email PDF Signatures. In order to expedite the transaction contemplated herein, signatures sent in a pdf document via email may be used in place of original signatures on this Agreement or any document delivered pursuant

hereto. The parties intend to be bound by the signatures on the pdf document, are aware that the other parties will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

Remainder of page intentionally left blank.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

Veterans Accession House,
a California nonprofit corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

Eden Housing, Inc.,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

COUNTY:

Contra Costa County,
a political subdivision of the State of California

By: _____
Name: _____
Its: _____