

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

This First Amendment to Option and Purchase and Sale Agreement [Unimproved Property] (“**First 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 may be 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 First 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 First Amendment. Buyer and Seller hereby agree that the Agreement remains in full force and effect, as modified by this First 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” for an additional period of eight months, at no additional cost to the Buyer. The Due Diligence Period will now expire on November 1, 2022.
3. Counterparts. This First 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 First Amendment attached thereto.

4. No Further Modification. Except as set forth in this First 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 First Amendment, the terms and conditions of this First Amendment shall prevail and control.
5. Electronic Signatures. This First 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 First Amendment. This First 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 First 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 First 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 First Amendment to the Option and Purchase and Sale Agreement to be executed.

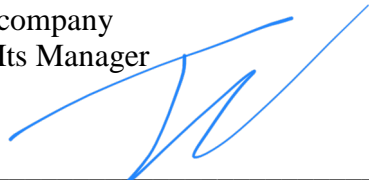
**SELLER:**

CITY OF ROSEVILLE, a  
municipal corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

**BUYER:**

PDC SACRAMENTO LPIV, LLC,  
a Delaware limited liability company

BY: PDC Sacramento, LLC, a  
a Delaware limited liability  
company  
Its Manager  
  
BY: \_\_\_\_\_  
TIMOTHY SCHAEGLER  
Local Partner

**ATTEST:**

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney