

## **FIRST AMENDMENT TO PROGRAM FUNDING AGREEMENT**

This FIRST AMENDMENT TO PROGRAM FUNDING AGREEMENT (this “**Amendment**”) is dated as of April \_\_, 2024, and is by and among NATIVE DIRECTIONS, INC., a California nonprofit mutual benefit corporation (“**Native Directions**”), HomeCA Inc., a California nonprofit public benefit corporation (“**HomeCA Inc.**” and together with Native Directions, collectively, “**Sponsor**”), and HORNE LLP, a Delaware limited liability partnership (“**Horne**”). Horne and Sponsor may be referred to separately as a “**party**” or collectively as the “**parties.**”

### **RECITALS**

A. WHEREAS, the parties entered into that certain Program Funding Agreement dated as of January 16, 2024 (the “**Agreement**”). Capitalized terms used but not defined in this Amendment shall have the meanings provided in the Agreement.

B. WHEREAS, Sponsor and Horne have agreed to amend the Agreement in accordance with the terms herein.

NOW, THEREFORE, for good and valuable consideration received by them, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Amendment to the Agreement.** The following is hereby added as a new Section 4.6 of the Agreement:

- 4.6 **Conditional Waiver of Performance Deed of Trust and Declaration of Restrictions.** Notwithstanding anything in this Agreement to the contrary, CDSS and Horne agree that subject to this Section 4.6, the requirements set forth in subsections 4.1.5 and 4.1.6 are hereby waived as conditions to effectiveness of this Agreement, including Sponsor’s obligation to record the Declaration of Restrictions and the Performance Deed of Trust; provided, however, that upon Horne or CDSS’s request, Sponsor shall use best efforts to subdivide the Project into a legally subdivided parcel (the “Project Subdivision”). In the event Sponsor is successful in completing the Project Subdivision, Sponsor shall promptly execute and record the Declaration of Restrictions and Performance Deed of Trust as well as comply with all other obligations set forth in subsections 4.1.5 and 4.1.6. Upon request by Horne or CDSS, Sponsor shall provide evidence that Sponsor is diligently pursuing the Project Subdivision.

**Section 2. Entire Agreement; Ratification.** The Agreement, as amended by this Amendment, constitute the entire agreement of the parties with respect to the subject matter hereof. The Agreement, as amended by this Amendment, supersedes any prior understandings or written or oral agreements amongst the parties with respect to the subject matter hereof, and contain the entire understanding amongst the parties with respect thereto. All references in the Agreement to “this Agreement” shall include the Agreement, as amended by this Amendment, as the same may be from time to time further amended, amended and restated, supplemented or

otherwise modified. Except as set forth in this Amendment, the Agreement remains in full force and effect and is unmodified, and is hereby ratified.

**Section 3. Governing Law.** This Amendment shall be governed by and construed under the laws of the State of California (without regard to conflict of laws principles).

**Section 4. Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., DocuSign) or other transmission method and any counterpart so delivered shall be deemed an original and shall be binding upon each of the undersigned as if signed and delivered in the original. The parties hereto agree, and acknowledge that it is such party's intent, that if such party signs this Amendment using an electronic signature, it is signing, adopting, and accepting this Amendment and that signing this Amendment using an electronic signature is the legal equivalent of having placed its handwritten signature on this Amendment on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Amendment in a usable format.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



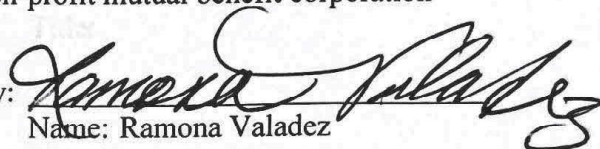
The parties hereto have executed this Amendment as of the date set forth in the first paragraph of this Amendment.

HORNE LLP, Delaware Limited Liability

**Sponsor:**

NATIVE DIRECTIONS, INC., a California  
non-profit mutual benefit corporation

By:



Name: Ramona Valadez

Title: Executive Director

HOMECA INC., a California non-profit public  
benefit corporation

By:



Name: Deanna Pineda

Title: Secretary/ Native Liaison

*[signatures continue]*

***Horne:***

HORNE LLP, Delaware limited liability  
partnership

By: \_\_\_\_\_

Name:

Title: