

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT (“Amendment”) by and between the **CITY OF RIALTO**, a general law city and municipal corporation (“City”), and **GRIFFIN / SWINERTON, LLC**, a Delaware limited liability company (“Developer”) is effective as of June 9, 2026 (“Amendment Effective Date”).

RECITALS

A. Developer submitted a proposal to City on July 29, 2022, which contemplated a two-phase project implementation to design-build-finance-operate-maintain a new police station at 128 N. Willow Avenue in the City of Rialto (the “Original Project”), including refinements to the site design and facility programming into a final site plan, schematic design, design development approvals/entitlements, a Guaranteed Maximum Price, and project financing by Developer in close collaboration with and approval by City (Phase 1); and Developer’s completion of construction drawings and vertical development of the Original Project (Phase 2).

B. City and Developer entered into a Pre-Development Agreement dated November 15, 2022, for Phase 1 of the Original Project.

C. City and Developer entered into a Development Agreement dated December 12, 2023 (the “Agreement”) for the Original Project for a Guaranteed Maximum Price (“GMP”) of \$78,918,577, which, together with Phase 1 costs, comprised a total Original Project cost of \$82,914,927.

D. The Rialto Public Financing Authority issued tax-exempt bonds (the “Bonds”) in a principal amount sufficient to pay Project Costs, Financing Costs, and other costs under the Indenture, and a portion of the proceeds from the sale of the Bonds was deposited into the Project Fund held by the Trustee.

E. The Agreement included a City Contingency in the amount of \$1,000,000 and a Developer Contingency in the amount of 5% of all Project Costs, set forth in Exhibit D to the Agreement.

F. Since execution of the Agreement, City approved seven (7) change orders (“Change Orders 1 through 7”) for additional work and scope modifications for the Original Project. Through these change orders, the City expended the entirety of the \$1,000,000 City Contingency, and \$840,567.16 of the City’s share of the Developer Contingency. The Project GMP remained unchanged at \$78,918,577.

G. Additional work is now required to complete the Original Project as designed. The additional costs total \$1,349,621.21 in base costs, plus Developer mark-ups of \$94,473.48, a 5% City Contingency of \$72,204.74, for a total all-in cost of \$1,516,299.43 (the “Additional Completion Costs”).

H. Separately, the City of Rialto Police Department has acquired the lot located at 126 S. Willow Avenue, Rialto, California (APN 0130-211-20) (the “South Lot”), adjacent to the Original Project site. City desires to expand the scope of the Project to include the demolition of existing structures on the South Lot and the construction of secure police department parking

and related site improvements thereon (the “South Lot Expansion”). The Original Project and the South Lot Expansion may be referred to collectively as the “Project.”

I. The estimated cost of the South Lot Expansion, including Phase 1 pre-development costs previously authorized under Change Orders 5 and 6, and Phase 2 design and construction costs, is \$6,345,553 (the “South Lot GMP”).

J. City and Developer now desire to amend the Agreement to: (1) incorporate the Additional Completion Costs, together with a 5% contingency thereon; (2) expand the scope of the Original Project to include the South Lot and the South Lot Expansion; (3) adjust the Project GMP accordingly; and (4) make such other conforming amendments as are necessary or appropriate to effectuate the foregoing.

K. The Agreement and the Project are authorized by applicable law, including but not limited to the Infrastructure Financing Act (Government Code §§ 5956 et seq.).

L. The Additional Completion Costs and associated contingency shall be funded from the City’s general fund or other lawfully available non-bond revenues, subject to City Council appropriation and all applicable legal requirements. The South Lot Expansion shall similarly be funded from the City’s general fund or other lawfully available non-bond revenues, subject to City Council appropriation.

M. Exhibit B to the Agreement is the Project Labor Agreement (“PLA”) for the Original Project. Developer represents and warrants that any change orders issued for the Additional Completion Costs and the South Lot Expansion constitute valid and enforceable amendments to the PLA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

TERMS

1. Recitals. The parties acknowledge that the recitals hereinabove are true and correct, and are incorporated by reference.

PART I — DEFINITIONS

2. The following definitions are added to read:

“**Developer Obligation Date**” means the scheduled date for issuance of the Certificate of Substantial Completion as set forth in the Project Schedule attached as Exhibit F and F-1, as it may be extended pursuant to this Agreement. The Developer Obligation Date shall be extended day-for-day to the extent (a) City has not issued its Notice to Proceed (Construction) in accordance the Project Schedule, (b) of City-Caused Delays and (c) of Unavoidable Delays.”

“**South Lot**” means the lot located at 126 S. Willow Avenue, Rialto, California (APN 0130-211-20), as further described in Exhibit A – Amended, attached hereto and incorporated by reference.”

“**South Lot Expansion**” means and includes the demolition of existing structures on the South Lot; construction of secure police department parking facilities, including access control, CCTV, lighting, and related security infrastructure; public parking; code-minimum required EV

chargers; stormwater management improvements; grading, paving, striping, and signage; CMU retaining walls and fencing; landscaping and irrigation; and all related site improvements, all as more particularly described in the 100% Design Development Drawings dated March 13, 2026, prepared by LPA, Inc.”

3. The following definitions are amended to read:

“**Premises**” means the entirety of the Land and the Building that are to be leased to Tenant under the Lease Agreement, including improvements on the South Lot.”

“**Project**” means the total design, permitting and construction, and other professional services, and all labor, materials and equipment used or incorporated in such design and construction of the Building and the Tenant Improvements to be constructed within the Building, including the South Lot Expansion, but specifically excludes any work not included in the Contract Documents (e.g., Tenant provided FF&E, Tenant’s Personal Property, or Tenant provided information technology). The Project shall be consistent with the approved Project Requirements. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Financed FF&E will be designed, provided and installed in accordance with the Detailed Specifications and Developer shall have no other obligations in connection therewith or in connection with Tenant’s Personal Property.”

PART II – AMENDED PROJECT GMP

4. Amended Project GMP. The Project GMP in Exhibit D of the Agreement shall be increased to \$86,780,429.43, and the Project Total shall be increased to \$90,776,779.43, based on the addition of the Additional Completion Costs and the South Lot Expansion, as set forth herein.

A. ADDITIONAL COMPLETION COSTS

5. Additional Completion Costs. Additional Completion Costs shall include, as set forth in Exhibit D-1 to the Agreement, attached hereto and incorporated by reference: (a) \$1,349,621.21 in additions and changes to the Original Project as designed; (b) markup; and (c) a 5% City Contingency thereto in the amount of \$72,204.74, for a total \$1,516,299.43.

6. Funding Source for Additional Completion Costs. The Additional Completion Costs and associated contingency shall not be paid from Bond proceeds or the Project Fund established under the Indenture. City shall fund the Additional Completion Costs from the City’s general fund or other lawfully available revenues, subject to appropriation by the City Council. Developer shall submit Project Applications for Payment for the Additional Completion Costs in accordance with Section 9 of the Agreement, and City shall pay such amounts directly from the funding source identified herein in accordance with the Agreement.

B. SOUTH LOT EXPANSION

7. Amendment of Exhibit A to the Agreement. Exhibit A to the Agreement, Legal Description, is hereby repealed as replaced with Exhibit A – Amended, Legal Description, attached hereto and incorporated by reference.

8. South Lot Expansion Costs. The Agreement is hereby amended to add a new Exhibit D-2 setting forth the budget breakdown of the South Lot Expansion Costs. Exhibit D-2 is attached hereto and incorporated by reference.

The cost of the South Lot Expansion Development Phase shall be \$6,345,553, including contingencies. Developer shall achieve Substantial Completion of the South Lot Expansion for a price not to exceed the South Lot Expansion Costs, subject to the same terms and conditions applicable to the Project GMP.

9. Funding Source for South Lot Expansion. The South Lot GMP shall not be paid from Bond proceeds or the Project Fund established under the Indenture. City shall fund the South Lot Expansion from the City's general fund or other lawfully available revenues, subject to appropriation by the City Council. Developer shall submit separate Project Applications for Payment for the South Lot Expansion in accordance with Section 9 of the Agreement, and City shall pay such amounts directly from the funding source identified herein in accordance with the Agreement. City and Developer shall maintain separate accounting for South Lot Expansion costs.

10. South Lot Expansion Schedule; Original Project and South Lot Expansion Completion Dates. The Developer Obligation Date for the Original Project shall be revised to September 17, 2026, subject to adjustment in accordance with the Agreement. Further, the Agreement is hereby amended to add a new Exhibit F-1, setting forth the Project Schedule for the South Lot Expansion. The Developer Obligation Date for the South Lot Expansion shall be 245 days following commencement of the South Lot Expansion following City's issuance of a notice to proceed for the South Lot Expansion.

11. Liquidated Damages. Section 7.2(b) of the Agreement, addressing Liquidated Damages for the Original Project, remains unaffected as to the Original Project.

The parties hereto agree that in the event that the South Lot Expansion is delayed that City's actual damages are difficult to estimate. As such, and as City's sole remedy for delay, Developer agrees to forfeit and pay to City the sum of \$800 per day as liquidated damages, and not as a penalty ("South Lot Expansion Liquidated Damages") for each calendar day that Substantial Completion of the South Lot Expansion is delayed beyond the Developer Obligation Date, as that may be adjusted pursuant to the terms of the Agreement. City may deduct such sum from any payments due to or to become due to Developer. City shall pay over to Trustee any amount of South Lot Expansion Liquidated Damages as the Trustee specifies in writing is necessary for timely and full payment of City obligations under the Lease Agreement.

12. Construction Contracts, Bonding, and Closeout. Developer shall enter into, or cause General Contractor to enter into, Construction Contracts for the South Lot Expansion in accordance with the same terms and conditions applicable to the Original Project under Sections 7.3 and 7.4 of the Agreement, including payment bond and performance bond requirements.

City shall release retention and make Final Payment (including payment of Developer's share of unused Developer Contingency under Section 12.7) relating to the Original Project based upon Developer achieving Substantial Completion and Final Completion of the Original Project in accordance with the Agreement. Warranties for the Original Project will commence upon Substantial Completion of the Original Project and warranties for the South Lot Expansion will commence upon Substantial Completion of the South Lot Expansion.

If separate payment and performance bonds are procured for the South Lot Expansion, then the payment and performance bonds for the Original Project will be released based on completion of the Original Project. City will separately release retention and make Final Payment (including payment of Developer's share of unused Developer Contingency under Section 12.7) relating to the South Lot Expansion based upon Developer achieving Substantial Completion and Final Completion of the South Lot Expansion in accordance with the Agreement. Both the Original Project and South Lot Expansion will be subject to all of the terms and conditions of the Agreement, but all accounting for them will be segregated (e.g., separate accounting, separate pay apps, separate Developer Contingency, etc.) and they will be closed out separately.

13. Insurance. Developer shall maintain, or cause to be maintained, insurance coverage for the South Lot Expansion in accordance with the requirements of Sections 7.6 and 16 of the Agreement, and Exhibit G.

PART III — GENERAL PROVISIONS

14. Developer Contingency Reconciliation. Section 12.7 of the Agreement, to the extent applicable, is hereby amended to clarify that the calculation of Developer's share of Savings (i.e., unused Developer Contingency) shall be adjusted as set forth in Change Orders 5, 6, and 7. Specifically, all costs previously paid from Developer Contingency that were solely the responsibility of City shall be attributed to, and shall reduce dollar for dollar, City's share of Savings, and Developer's share of Savings shall be calculated by adding such costs back into unused Developer Contingency, consistent with the terms of Change Orders 5, 6, and 7.

15. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Amendment Effective Date, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment.

16. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Developer each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and in Change Orders 1 through 7. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Developer represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement. City represents and warrants to Developer that, as of the date of this Amendment, Developer is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

17. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

18. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute

and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

19. Prevailing Wages. All work performed in connection with the Additional Completion Costs and the South Lot Expansion shall be subject to the prevailing wage requirements of the California Labor Code, Sections 1720 et seq., and all other applicable labor compliance requirements set forth in the Agreement, including but not limited to Section 5.4 thereof.

20. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

21. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A Amended: Legal Description
- Exhibit D-1: Additional Completion Costs
- Exhibit D-2: South Lot Master Development Budget (Phase 1 and Phase 2)
- Exhibit E-1: Index of Approved South Lot Design Development Documents
- Exhibit F-1: South Lot Expansion Project Schedule

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF RIALTO, a general law city and municipal corporation

By: _____ Name: [_____] Title: City Manager

ATTEST:

By: _____ Name: [_____] Title: City Clerk

APPROVED AS TO FORM:

By: _____ Name: [_____] Title: City Attorney

DEVELOPER:

GRIFFIN / SWINERTON, LLC, a Delaware limited liability company

By: _____ Name: [] **Title:** []

By: _____ Name: [] **Title:** []

Address: [_____]

EXHIBIT A – AMENDED

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino and described as follows:

Property Address: 128 N Willow Avenue, Rialto, CA 92376
APN: 0130-191-11-0-000

Parcel 1 of Parcel Map No. 13781 in the City of Rialto, as shown by map on file in Book 167 Page 11 of Parcel Maps, Records of San Bernardino County, California. Excepting therefrom all of the minerals and mineral ores of every kind, including all petroleum, oil, natural gas and other hydrocarbon substances and products together with rights of ingress and egress beneath the surface of said land below the surface of 500 feet by Deed recorded August 5, 1966 in Book 6675 Page 129 of Official Records.

APN: 0130-191-11-0-000

For APN/Parcel ID(s): 0130-211-30-0-000 and 0130-211-36-0-000
For Tax Map ID(s): 0130-211-30-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF (1/2) OF FARM LOT 95 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 150 FEET OF THE EAST 300 FEET MEASURED FROM THE WEST LINE OF WILLOW AVENUE (60 FOOT WIDE).

EXCEPT THE SOUTH 50 FEET OF THE NORTH 150 FEET OF THE EAST 150 FEET OF SAID LOT 95.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF RIALTO BY DEED RECORDED JUNE 4, 1964, IN BOOK 6163, PAGE 504, OF OFFICIAL RECORDS.

APN: 0130-211-30-0-000 AND APN: 0130-211-36-0-000

[END OF LEGAL DESCRIPTION]

EXHIBIT D-1
ADDITIONAL COMPLETION COSTS

EXHIBIT D-2

SOUTH LOT MASTER DEVELOPMENT BUDGET (PHASE 1 AND PHASE 2)

EXHIBIT E-1

INDEX OF APPROVED SOUTH LOT DESIGN DEVELOPMENT DOCUMENTS

EXHIBIT F-1
SOUTH LOT EXPANSION PROJECT SCHEDULE