

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This First Amendment to the Legal Services Agreement (“First Amendment”), dated for identification purposes as of January 1, 2026 (“Date of First Amendment”), is entered into by and between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore, a public body, corporate and politic (the “Agency”), on the one hand, and Leibold, McClendon & Mann, a professional corporation (“LMM”), on the other hand.

RECITALS

A. By that certain Legal Services Agreement dated October 22, 2024 (the “Agreement”), the Agency engaged LMM to perform the duties of the office of the General Counsel to the Agency. Capitalized terms not otherwise defined herein shall be as defined in the Agreement unless otherwise designated.

B. The Agency and LMM mutually desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and incorporating the above Recitals, Agency and LMM agree as follows:

AGREEMENT

1. Exhibit A “Schedule of Charges” is amended and restated in its entirety as attached hereto.
2. Except as provided herein, the terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this First Amendment to be executed on the date first written above.

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF LAKE ELSINORE

LEIBOLD MCCLENDON &
MANN, P.C.

By: Jason Simpson, Executive Director

By: Barbara Leibold, Shareholder

ATTEST:

Candice Alvarez, MMC, Agency Secretary

EXHIBIT "A"

SCHEDULE OF CHARGES

Legal Services. Commencing as of the Date of First Amendment, LMM shall be compensated by Agency for the performance of Legal Services at a public law rate of \$370 per hour for attorneys and \$185 per hour for paralegals.

Third Party Reimbursements. All legal services provided to the Agency for which the Agency receives reimbursement from a third party, as determined according to the mutual agreement of the parties on a case-by-case basis, shall be billed at \$575 for Shareholder/Of Counsel and \$475 for associate attorneys. If LMM believes that a matter falls within the reimbursed services category, LMM shall first seek approval from the Agency Executive Director.

Issuer's Counsel for Municipal Bonds. Commencing as of the Date of First Amendment all legal services provided in connection with any bond financing shall be compensated at the rate of \$595 per hour for attorneys and \$185 per hour for paralegals.

Adjustments to Rates. On July 1, 2027, all rates provided in this Exhibit shall be automatically adjusted for changes in the cost of living for the most recently published eighteen (18) month period, as shown by the U.S. Department of Labor in its All Urban Consumer Index set forth for the Riverside area.

Commencing July 1, 2028, and every July 1 thereafter during the Term of the Agreement, all rates provided in this Exhibit shall be automatically adjusted for changes in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumer Index set forth for the Riverside area.

Cost Reimbursement.

The Agency shall reimburse LMM for all reasonable and necessary out-of-pocket expenses incurred by LMM in providing legal services. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (at \$0.15 per page, or at cost if provided by third party copy services), mileage expenses at the rate allowed by the Internal Revenue Service (except as provided below), court fees, computerized research time (e.g., Lexis or Westlaw), extraordinary mail or delivery costs (e.g., courier, overnight and express delivery), actual fees and expenses (no mark-up) for consultants retained by LMM, and similar costs relating to the services that are generally chargeable to a client. However, no separate charge shall be made by LMM for secretarial or word processing services, and no mileage shall be charged for attendance at any meeting scheduled within the City of Lake Elsinore.