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RECORDING REQUESTED BY:

Commonwealth Land Title Company

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Christopher Nichelson  
Milan REI X LLC  
701 South Parker Street, Suite 5200  
Orange, California 92868

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SPACE ABOVE LINE FOR RECORDERS USE

All portions of APNs 093-280-05, 093-280-07, 093-280-27, 093-280-29, 093-280-31, 370-041-12, 370-041-25, and 370-011-22 and only certain portions of APNs 093-280-30, 370-011-08, 370-011-18, and 370-141-19.

**AMENDMENT NO. 1 TO STIPULATED NOTICE AND ORDER**

THIS DOCUMENT FILED FOR RECORD  
BY C.L.T.C AS AN ACCOMMODATION ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS  
EFFECT UPON TITLE

**AMENDMENT NO. 1  
TO  
STIPULATED NOTICE AND ORDER**

This Amendment No. 1 to the Stipulated Notice and Order (“Amendment No. 1 to the Stipulated N&O”) dated as of July 1, 2024, is made and entered into by and between Orange County Health Care Agency, Environmental Health, acting as the Solid Waste Local Enforcement Agency for County of Orange (the “LEA”), and Milan REI X, LLC (“Milan”), a California limited liability company.

RECITALS

- A. Milan is the owner and operator of that certain real property commonly known as 6145 E. Santiago Canyon Road in the City of Orange, County of Orange, State of California (the “Property”).
- B. The LEA and Milan entered into that certain Stipulated Notice and Order, dated June 16, 2022, which concerns certain portions of the Property defined as the “Site,” and recorded with the Orange County Clerk-Recorder’s Office on July 12, 2022, as Instrument No. 2022000244314, and incorporated herein by this reference (the “Stipulated N&O”).
- C. The term of the Stipulated N&O is scheduled to expire on June 30, 2024.
- D. The Stipulated N&O permits the LEA and Milan to extend its term beyond June 30, 2024, upon mutual agreement of the parties at their sole discretion if Milan has made a good faith effort to comply with the terms and conditions of the Stipulated N&O.
- E. Milan has made good faith effort to satisfy the requirements of the Stipulated N&O, including the preparation of and implementation of workplans to investigate the stockpiles located on and subsurface of the Site under the LEA’s oversight.
- F. The LEA and Milan wish to extend the Stipulated N&O.

**NOW, THEREFORE**, for and in consideration of the above recitals and the mutual covenants contained herein, the LEA and Milan hereby agree as follows:

- 1. Section 12.1 of the Stipulated N&O shall be deleted in its entirety and replaced with the following:

“12. Term.

“12.1 This Stipulated N&O shall be in effect as of its Effective Date and shall terminate on June 30, 2026, unless extended by the mutual agreement of the parties at their sole discretion. The LEA shall not unreasonably withhold extension of the term of this Stipulated N&O if Milan has made good faith effort to comply with the terms and conditions of this Stipulated N&O.”

- 2. Section 11 of the Stipulated N&O shall be deleted in its entirety and replaced with the following:

“11. Recording of the Stipulated N&O.

11.1 This Stipulated N&O and any of amendments thereto shall be recorded by Milan in the Official Records of Orange County, State of California, at the Orange County Clerk-Recorder Office no later than 14 calendar days after the Effective Date of this Stipulated N&O or any amendments thereto. In accordance with Section 21 below, the Stipulated N&O duly recorded shall run

with the land and serve as notice to all current and future Site owner(s), in whole or part, that the Site owner(s) will be subject to this Stipulated N&O. In the event of any future revisions of the current Site's APNs, Milan shall record in the Official Records of Orange County, State of California, at the Orange County Clerk-Recorder's Department a memorandum of agreement that reflects the Site's new APNs, no later than 14 calendar days after the subdivisions are final."

3. Section 25 of the Stipulated N&O shall be deleted in its entirety and replaced with the following:

"25. Notices.

25.1 Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, whichever occurs first. The date of mailing shall count as the first day. In the case of electronic mail, all communications shall be deemed to have been duly given upon recipient's acknowledgement of receipt received by sender. All communications shall be addressed to the person and at the address stated herein or such other address as the LEA and Milan hereto may designate by written notice from time to time in the manner aforesaid.

For Milan:

Name: Christopher Nichelson  
President, Milan Capital Management  
Address: MILAN REI X, LLC  
701 South Parker Street, Suite 5200  
Orange, CA 92868  
Telephone: (714) 687-0000, Ext. 101  
E-mail: [chris@milancap.com](mailto:chris@milancap.com)

For the LEA:

Name: Darwin Cheng  
Director, Orange County Environmental Health  
Address: 1241 E. Dyer Road, Suite #120  
Santa Ana, CA 92705  
Telephone: (714) 433-6471  
E-mail: [DCheng@ochca.com](mailto:DCheng@ochca.com)

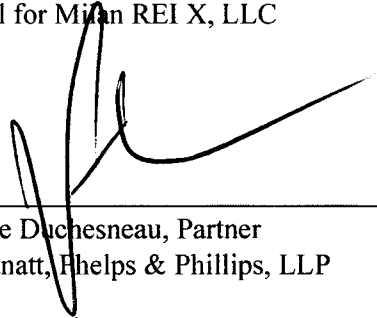
4. In all other respects and unless revised by this Amendment No. 1 to the Stipulated N&O the Stipulated N&O shall remain in full force and effect.

IN WITNESS WHEREOF, the LEA and Milan have executed this Amendment No. 1 to the Stipulated N&O on the day and year last written on the signature blocks below.

APPROVED AS TO FORM:

Counsel for Milan REI X, LLC

Milan REI X, LLC,  
a California limited liability company

By:   
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

By:   
Christopher Nicholson  
President of Managing Agent

Date: June 21, 2024


Date: June 24, 2024


APPROVED AS TO FORM:

COUNTY COUNSEL

COUNTY OF ORANGE,  
a political subdivision of the State of California

**\*Signed in Counterpart**

By:   
Massoud Shamel,  
Senior Deputy County Counsel

By:   
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: June \_\_, 2024

Date: June \_\_, 2024

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On June 24, 2024 before me, M. Saeed Dheda, a Notary Public, personally appeared Christopher Michelson

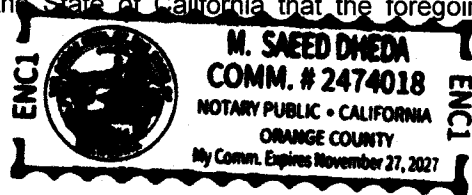
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Saeed Dheda



FOR NOTARY STAMP


IN WITNESS WHEREOF, the LEA and Milan have executed this Amendment No. 1 to the Stipulated N&O on the day and year last written on the signature blocks below.


APPROVED AS TO FORM:

Counsel for Milan REI X, LLC

Milan REI X, LLC,  
a California limited liability company

**\*Signed in Counterpart**

By:  \_\_\_\_\_  
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

By:  \_\_\_\_\_  
Christopher Nicholson  
President of Managing Agent

Date: June \_\_, 2024


Date: June \_\_, 2024


APPROVED AS TO FORM:

COUNTY COUNSEL

COUNTY OF ORANGE,  
a political subdivision of the State of California

**\*Signed in Counterpart**

By:  \_\_\_\_\_  
Massoud Shamel,  
Senior Deputy County Counsel

By:  \_\_\_\_\_  
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: June 19, 2024

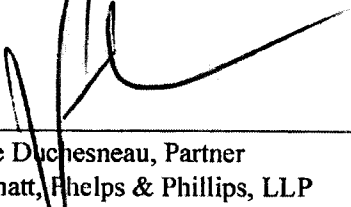
Date: July 1<sup>st</sup>, 2024

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

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APPROVED AS TO FORM:

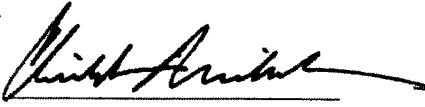
Counsel for Milan REI X, LLC

\*  
By:   
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

Date: June 21, 2024

**\*Signed in Counterpart**


Milan REI X, LLC,  
a California limited liability company

\*  
By:   
Christopher Nicholson  
President of Managing Agent

Date: June 24, 2024

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COUNTY COUNSEL

By:   
Massoud Shamel,  
Senior Deputy County Counsel

Date: June 19, 2024

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a political subdivision of the State of California

**\*Signed in Counterpart**

By: \_\_\_\_\_  
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: June \_\_, 2024

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On July 1, 2024, before me E. Scott Burns, Notary Public,  
personally appeared Darwin Cheng,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature E. Scott Burns

