

FIRST AMENDMENT TO PURCHASE AND
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Amendment"), dated Sept. 4, 2007 (the "Amendment Date"), is entered into between Standard Pacific Corp., a Delaware corporation ("Buyer"), and the City of Redlands, a municipal corporation ("Seller").

R E C I T A L S

A. Buyer and Seller are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of June 7, 2005 ("Purchase Agreement"). All capitalized but undefined terms used herein shall have the same meaning as set forth in the Purchase Agreement.

B. The parties now desire to amend the Purchase Agreement as described below.

Agreement

1. Extension of the Closing Date. Section 2(c) of the Purchase Agreement is hereby amended to extend the Closing Date an additional three (3) months to September 18, 2007. In consideration for such extension, Buyer shall deliver to Escrow Holder Ten Thousand and no/100 Dollars (\$10,000) on June 15, 2007, July 16, 2007 and August 15, 2007 (each, an "Additional Extension Payment"). Escrow Holder shall immediately release each Additional Extension Payment to Seller upon receipt. Each Additional Extension Payment shall be non-refundable to Buyer when made but shall be applicable to the Purchase Price at the Close of Escrow.

2. Cash at Closing. Section 2(d) of the Purchase Agreement is hereby amended to provide that each Additional Extension Payment shall be credited against the amount of the Purchase Price required to be deposited under the Purchase Agreement.

3. Close of Escrow. Section 6(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following: "Unless this Agreement is terminated as permitted below, Escrow shall close and the Escrow Holder is instructed to close Escrow on the Closing Date (as extended) or upon such other date as Buyer and Seller shall, by written notice to the Escrow Holder, mutually agree. By closing Escrow, the Escrow Holder shall be deemed to have irrevocably committed to cause the Title Company to issue the Title Policy. The term "Close of Escrow" shall mean the time when the Escrow Holder records the Grant Deed (as defined below)."

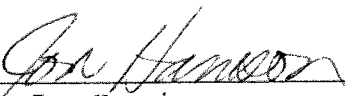
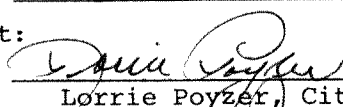
4. Integration; Counterparts. The Purchase Agreement, as amended by this Amendment, is intended by the parties as the final, complete and exclusive statement of their agreement with respect to the terms and conditions set forth therein and herein, and as such, supersedes any and all oral negotiations and prior writings with respect to their subject matter. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

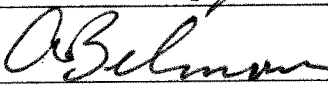
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Date.

“Seller”

“Buyer”

By: 
Name: Jon Harrison
Title: Mayor
Attest: 
Lorrie Poyzer, City Clerk

Standard Pacific Corp.,
a Delaware corporation

By: 
Name: Martin P. Langpap
Title: Authorized Representative
By: 
Name: AUGUST BELMONT
Title: AUTHORIZED REPRESENTATIVE

ACCEPTANCE BY ESCROW HOLDER:

First American Title Insurance Company hereby acknowledges that it has received a fully executed copy of this First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as the Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to the Escrow Holder.

DATE: _____, 2007 First American Title Insurance Company

By: _____
Name: _____
Title: _____