

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Meeting Final Agenda

Wednesday, October 4, 2023

**Closed Session Council Board Room 5:30 PM
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

The City Council meeting of October 4, 2023, will be conducted in person. Members may attend in person or remotely. To participate remotely, please use the following link:

<https://coronaca-gov.zoom.us/j/88393805385>

CONVENE CLOSED SESSION

CITY COUNCIL

1. **CLOSED SESSION - [PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957](#)**
[TITLE: CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR](#)
2. **CLOSED SESSION - [PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957](#)**
[TITLE: CITY MANAGER](#)

INVOCATION

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

PLEDGE OF ALLEGIANCE

CONVENE OPEN SESSION

Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

3. [PROCLAMATION: FIRE PREVENTION WEEK](#)
4. [PROCLAMATION: MANUFACTURING MONTH](#)

MEETING MINUTES

5. **MINUTES - [APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY STUDY SESSION MEETING OF SEPTEMBER 20, 2023](#)**

6. **MINUTES** - [APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY CITY COUNCIL MEETING OF SEPTEMBER 20, 2023](#)

CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member or any person in attendance may request that an item be removed for further consideration.

7. **FINANCIAL REPORT** - [CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY INVESTMENT PORTFOLIO REPORT FOR THE MONTH OF JULY 2023](#)
8. **FINANCIAL REPORT** - [CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY FISCAL REPORT FOR THE MONTH OF JULY 2023](#)
9. **LEGISLATIVE MATTER - SECOND READING** - [CITY COUNCIL ADOPTION OF ORDINANCE NO. 3375, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE NORTHEAST CORONA SPECIFIC PLAN \(SP81-2\) to: \(1\) AMEND SECTION 4.5.10\(C\) TO ALLOW UP TO SIX TENANTS TO BE ADVERTISED ON A PARCEL IDENTIFICATION SIGN; AND\(2\) AMEND SECTION 4.5.10\(I\) TO INCREASE THE MAXIMUM ALLOWABLE SIGN AREA AND SIGN HEIGHT and ALLOW ELECTRONIC MESSAGE CENTER ON FREEWAY PYLON SIGNS AND TO ALLOW PYLON SIGNS UP TO A HEIGHT OF 55 FEET WITHIN PLANNING AREA 7A IN THE SUPPORT COMMERCIAL DISTRICT \(SPA2022-0006\)](#)
10. **AGREEMENT** - [ACCEPTANCE OF THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FEDERAL GRANT AWARD](#)

That the City Council:

- a. Authorize the acceptance of the State of California Office of the Traffic Safety Selective Traffic Enforcement Program Federal Award Grant number PT24050 of \$149,000 for Local Law Enforcement Agencies.
- b. Appropriate \$149,000 of one-time money from the unappropriated General Fund Balance to the Police Department's operating budget to be reimbursed from the State of California Office of Traffic Safety and increase the General Fund estimated revenue by the same amount for the program award.
- c. Authorize the City Manager, or his designee, to execute any required grant

documents that are in compliance with the City Council's actions hereunder.

11. AGREEMENT - THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT AMONG THE CITY, CORONA HOUSING AUTHORITY, REST AREA, LLC. AND SUN CIRCLE, LLC. AND AMENDED AND RESTATED LICENSE AGREEMENT WITH REST AREA, LLC.

That the City Council:

- a. Approve and authorize the City Manager to execute the Third Amended and Restated Disposition and Development Agreement among the City, Corona Housing Authority, Rest Area, LLC., and Sun Circle, LLC., contingent upon receipt by City of the properly executed grant deed for the North Mall Property.
- b. Approve and authorize the City Manager to execute the First Amended and Restated License Agreement with Rest Area, LLC to remove the \$200,000 Tenant Improvement Credit.

That the Corona Housing Authority approve and authorize the Executive Director to execute the Third Amended and Restated Disposition and Development Agreement among the City, Corona Housing Authority, Rest Area, LLC. and Sun Circle, LLC., contingent upon receipt by Authority of the properly executed grant deed for the North Mall Property.

12. GRANT - ACCEPTANCE AND APPROPRIATION OF \$22,991 IN GRANT FUNDING FROM THE CALIFORNIA STATE LIBRARY FOR THE ZIP BOOK PROJECT

That the City Council:

- a. Accept grant funding from the California State Library for the Corona Public Library's Zip Book Grant project through the California Library Services Act (LSTA) funds.
- b. Authorize an appropriation and estimated revenue increase in the amount of \$22,991 to the Community Services Department's operating budget in the Library - Other Grants Fund 415.
- c. Authorize the City Manager, or his designee, to adjust the budget accordingly if Grantor distributes additional funds to grant participants.

13. GRANT - GRANT FUNDING FROM THE CALIFORNIA LIBRARY LITERACY SERVICES PROGRAM IN THE AMOUNT OF \$65,412 FOR ADULT AND FAMILY LITERACY SERVICES

That the City Council:

- a. Accept grant funding from the California Library Literacy Services in the amount of \$65,412 for the Corona Public Library's Adult and Family Literacy Grant project.

- b. Authorize an appropriation and estimated revenue increase in the amount of \$65,412 (\$25,154 Adult Literacy Services and \$40,258 Family Literacy Service) to the Community Services Department's operating budget in the Adult and Family Literacy Grant Fund 442.
- c. Authorize the City Manager, or his designee, to adjust the budget accordingly if the Grantor distributes additional funds to grant participants.

COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and city of residence for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three-minute limit for communications.

PUBLIC HEARINGS

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

ADMINISTRATIVE REPORTS

This portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.

LEGISLATIVE MATTERS

This portion of the agenda is for proposed ordinances presented for the City Council's consideration.

14. **LEGISLATIVE MATTER** - [ORDINANCE AMENDING 1.04.160 AND 1.04.170 OF THE CORONA MUNICIPAL CODE TO ADOPT A NEW CITY CORPORATE SEAL](#)

That the City Council introduce by title only, and waive full reading of Ordinance No. 3379, first reading of an ordinance approving amendments to Corona Municipal Code Chapter 1.04.160 and 1.04.170 to adopt a new City Corporate Seal.

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:

This portion of the agenda lists items from Commissions and Boards.

- A) Library Board of Trustees
- B) Planning & Housing Commission
- C) Parks & Recreation Commission
- D) Regional Meetings

15. **REGIONAL MEETING REPORT** - [UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS \(WRCOG\) MEETING OF OCTOBER 2, 2023](#)
16. **REGIONAL MEETING REPORT** - [UPDATE FROM COUNCIL MEMBER JIM STEINER ON THE RIVERSIDE TRANSIT AGENCY \(RTA\) BOARD MEETING OF SEPTEMBER 28, 2023](#)
17. **REGIONAL MEETING REPORT** - [UPDATE FROM MAYOR TONY DADDARIO ON THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY \(RCA\) MEETING OF OCTOBER 2, 2023](#)

CITY ATTORNEY'S REPORTS AND COMMENTS

CITY MANAGER'S REPORTS AND COMMENTS

CITY COUNCIL MEMBER REPORTS AND COMMENTS

FUTURE AGENDA ITEMS

This portion of the agenda is for items requested by the Mayor, Council Members or Staff for consideration at a future meeting. No immediate action is taken on Future Agenda items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.

1. Rent Stabilization Update (T. Richins) October 12, 2023
2. Security Camera Master Plan Update (Staff) October 12, 2023
3. Banning Temporary Signs in the Public Right of Way (W. Speake) October 12, 2023
4. Park Fee Reduction (J. Casillas) October 12, 2023
5. Clothing Bin Size Requirements (J. Casillas) October 12, 2023
6. Duncan Gate Options (Staff) October 12, 2023
7. Development of a I 15 Corridor Lobbying Coalition (W. Speake) October 12, 2023
8. LMD Zones 17 and 18 Prop 2018 Ballot Measure (Staff) October 12, 2023
9. Draft Parks & Recreation Masterplan Review (Staff) Nov/Dec
10. Draft Trails Masterplan Review (Staff) Jan/Feb
11. Historic Resources Ordinance Revisions (W. Speake) Jan/Feb
12. Wylie Labs (J. Casillas) TBD
13. Banning Semi Trucks on Hidden Valley Parkway (J. Casillas) TBD
14. Inclusive/Inclusionary Housing Ordinance for Multi family Housing (W. Speake) TBD
15. Public/Private Partnership for Flock Camera Placement (W. Speake) TBD
16. Large Native Tree Ordinance/Placing Trees on Historic Tree List (W. Speake) TBD
17. Community Lighting Support Project (T. Daddario) TBD

ADJOURNMENT

The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, October 18, 2022 at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

Corona City Hall - Online, All the Time at www.CoronaCA.gov

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting in the entry way display case at City Hall. A complete agenda packet is available for public inspection during business hours at the City Clerk's Office. Any materials relating to an item on the agenda which are distributed to all, or a majority of all, members of the City Council after the posting of the agenda will also be available at the same time for public inspection during business hours at the City Clerk's Office.

This meeting is being conducted in person as well as via teleconference. For members of the public wishing to submit written comments, please email comments to the City Clerk at CityClerk@CoronaCA.gov prior to the City Council meeting and your comments will be made part of the official record of proceedings.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting is Being Recorded

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

Study Session Meeting Minutes - Draft

Wednesday, September 20, 2023

Council Chambers 3:00 PM



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

Rollcall

Present: 4 - Tony Daddario, Tom Richins, Jacque Casillas and Jim Steiner

Absent: 1 - Wes Speake

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Daddario.

CONVENE OPEN SESSION

Mayor Daddario called the meeting to order at 3:00 p.m.

COMMUNICATIONS FROM THE PUBLIC

None.

AGENDA ITEMS

1. CITY SEAL GUIDANCE REQUEST

Shaughn Hull, Chief Communications Officer, provided a presentation highlighting the following: City of Corona City Seal Guidance Request, City Seal, Updated Mountains, Options for City Seal, Option A Color Schemes, and Option B Color Schemes.

Maddy Paxton, resident, addressed the Council to express her concerns with the proposed item.

The Council provided comments and had inquiries. Mr. Hull provided clarification.

The Council unanimously agreed with Option B.

2. GARRETSON ELEMENTARY TRAFFIC UPDATE

Rosalva Ureno, City Traffic Engineer, and Aaron Cox, Senior Engineer Traffic, provided a report highlighting the following: Concerns surrounding Garretson Elementary, Front of School, Rear of School, Timeline, Interim Striping Concept, Proposed Striping Concept, Traffic Study Scope, Existing Conditions, Proposed Improvements, and Proposed Next Steps.

The Council provided comments and had inquiries. Ms. Ureno, Steve Ellis, Corona Norco Unified School District Safety Director, and Savat Khamphou, Public Works Director, provided clarification.

ADJOURNMENT

The next meeting of the Council is on Wednesday, September 20, 2023. Mayor Daddario adjourned the meeting at 3:41 p.m.

City of Corona

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City Council Minutes - Draft

Wednesday, September 20, 2023

**Closed Session Council Board Room 5:30PM
Open Session Council Chambers 6:30PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Tony Daddario, Mayor
Tom Richins, Vice Mayor
Jacque Casillas, Council Member
Wes Speake, Council Member
Jim Steiner, Council Member**

CONVENE CLOSED SESSION

Closed Session convened at 5:30 p.m. for the purpose listed below. Present were Mayor Daddario, Vice Mayor Richins, Council Member Casillas, and Council Member Steiner. Council Member Speake was absent. Closed Session adjourned at 5:40 p.m.

CITY COUNCIL

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)
NAME OF CASE: CITY OF CORONA V. DD&E, LLC, ET AL.
CASE NUMBER(S): RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2000548
AND SAN DIEGO COUNTY SUPERIOR COURT CASE NO.
37-2021-00016700-CU-EI-CTL

Roll Call

Present: 5 - Tony Daddario, Tom Richins, Jacque Casillas, Wes Speake, and Jim Steiner

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Daddario.

CONVENE OPEN SESSION

Mayor Daddario called the meeting to order at 6:32 p.m.

PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

2. RECOGNITION: CORONA WOMEN'S IMPROVEMENT CLUB
The members of the Women's Improvement Club accepted the Recognition.
3. PRESENTATION: 2023-2024 MAYOR'S YOUTH COUNCIL
The Mayor's Youth Council for 2023-2024 was introduced.

PROCLAMATION: CHILDHOOD CANCER AWARENESS

Veronica Smitherman accepted the Proclamation.

4. PRESENTATION: ALCOA DIKE PHASE 2 CONSTRUCTION UPDATE
Major Sean Hutchison, Army Corps of Engineers, provided a presentation.

Mayor Daddario had inquiries and Mr. Hutchison and Derek Walker, provided clarification.

Joe Morgan, resident, addressed the Council to express concerns with the item.

MEETING MINUTES

A motion was made by Vice Mayor Richins, seconded by Council Member Casillas, that the Meeting Minutes be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

5. APPROVAL OF MINUTES FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, CORONA HOUSING AUTHORITY CITY COUNCIL MEETING OF SEPTEMBER 6, 2023

These Minutes were approved.

CONSENT CALENDAR

Council Member Speake recused himself from items 13 and 19.

A motion was made by Council Member Casillas, seconded by Vice Mayor Richins, that the Consent Calendar be approved with the exception of items 10, 14, and 17, which were voted on separately. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

6. CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY INVESTMENT PORTFOLIO REPORT FOR THE MONTH OF JUNE 2023

This Financial Report was received and filed.

7. CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY FISCAL REPORT FOR THE MONTH OF JUNE 2023

This Financial Report was received and filed.

8. CITY COUNCIL ADOPTION OF ORDINANCE NO. 3376, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO CHANGE THE ZONING ON 1.59 ACRES LOCATED AT 2425 GARRETSON AVENUE FROM R-1-20 (SINGLE FAMILY RESIDENTIAL, 20,000 SQ. FT. MINIMUM LOT SIZE) TO R-1-14.4 (SINGLE FAMILY RESIDENTIAL, 14,400 SQ. FT. MINIMUM LOT SIZE) (CZ2022-0002)

This Ordinance was adopted.

9. CITY COUNCIL ADOPTION OF ORDINANCE NO. 3378, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO CHAPTERS 12.08, 12.12 AND 15.36 OF THE CORONA MUNICIPAL CODE TO DELETE AND UPDATE OUTDATED LANGUAGE AND ADD LANGUAGE CONSISTENT WITH THE CITY'S CURRENT OPERATIONS

This Ordinance was adopted.

10. ACCEPTANCE OF TWO FUNDING SOURCES FOR THE ONTARIO AVENUE WIDENING AT I-15 PROJECT AND APPROVAL OF REIMBURSEMENT AGREEMENTS WITH RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Council Member Speake had inquiries and Savat Khamphou, Public Works Director, provided clarification.

A motion was made by Council Member Speake, seconded by Mayor Daddario, that this Agreement be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

11. ACCEPTANCE OF \$400,000 IN GRANT FUNDING FROM THE TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIANS FACILITIES PROGRAM FOR THE BICYCLE MASTER PLAN UPDATE AND APPROVAL OF REIMBURSEMENT AGREEMENT WITH RIVERSIDE COUNTY TRANSPORTATION COMMISSION

This Agreement was approved.

12. APPROVE ADDITIONAL APPROPRIATION OF \$10,000 TO THE CITY HALL WHOLE BUILDING ENERGY EFFICIENCY PROJECT FOR TITLE 24 COMPLIANCE

This Appropriation was approved.

13. PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER RECLAMATION FACILITY NO. 2 LIFT STATION AND SIERRA DEL ORO LIFT STATION GENERATOR REPLACEMENT PROJECTS

This Bid & Purchase was approved.

14. MAINTENANCE AND GENERAL SERVICES AGREEMENT WITH HERITAGE CUSTOM LANDSCAPES, INC. FOR WILD PIG DEPREDATION SERVICES

Tom Moody, Director of Utilities, provided a staff report. The Council provided comments and had inquiries. Mr. Moody provided clarification.

Chris Bainum, resident, addressed the Council in support of this item.

A motion was made by Mayor Daddario, seconded by Council Member Steiner, that this Bid & Purchase be approved. The motion carried by the following roll call vote:

Aye: 4 - Daddario, Richins, Casillas, and Steiner

Nay: 1 - Speake

- 15.** THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH METERSYS TO EXTEND THE TERM OF THE AGREEMENT AND INCREASE THE TOTAL COMPENSATION

This Bid & Purchase was approved.

- 16.** PROFESSIONAL SERVICES AGREEMENT WITH NARASIMHAN CONSULTING SERVICES, INC. FOR DESIGN AND ENGINEERING SERVICES

This Bid & Purchase was approved.

- 17.** EXTENSION OF TIME FOR TENTATIVE TRACT MAP 34760 LOCATED AT THE SOUTH END OF MALAGA STREET, IN THE ESTATE RESIDENTIAL CLUSTER DESIGNATION OF THE MOUNTAIN GATE SPECIFIC PLAN (APN 114-040-019) (APPLICANT: RANCHO PASEO DE VALENCIA, LLC.)

Joanne Coletta, Planning and Development Director, provided a staff report. Council Member Steiner had inquiries and Ms. Coletta provided clarification.

A motion was made by Council Member Steiner, seconded by Mayor Daddario, that this Extension of Time be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

- 18.** 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Report was approved.

- 19.** RESOLUTION DECLARING THE CITY'S INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 36)

This Resolution was adopted.

- 20.** RESOLUTION DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2018-1 (BEDFORD), ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 1), RESOLUTION OF CONSIDERATION OF CHANGE PROCEEDINGS, AND RESOLUTION DECLARING NECESSITY OF CHANGE PROCEEDINGS

This Resolution was adopted.

- 21.** RESOLUTION FOR THE 2022 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND ASSOCIATED POWER CONTENT LABEL FOR THE YEAR ENDING DECEMBER 31, 2022

This Resolution was adopted.

22. RESOLUTION DECLARING THAT THE 3.49 ACRES OF PROPERTY LOCATED AT 1621 FAIRMONT DRIVE IS NO LONGER NECESSARY FOR THE CITY'S USE AND IS EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT

This Resolution was adopted.

COMMUNICATIONS FROM THE PUBLIC

Athar Sayeed, resident, addressed the Council to invite the public and Council to Open Mosque Day on October 22, 2023.

James Virden, resident, addressed the Council to express concerns with street paving in his neighborhood.

Kellie Montalvo, resident, addressed the Council to express concerns with bicycle safety near Centennial High School and to inquire about the Mobility 21 Conference.

Don Fuller, resident, addressed the Council to encourage the public to attend the Open Mosque Day on October 22, 2023.

Evie Fowler, resident, addressed the Council to express concerns with the parking ticket she received.

Joe Morgan, resident, addressed the Council to express his concerns regarding previous meeting times.

Mike Ortiz, resident, addressed the Council to express his concern with the Planning and Development Department and permitting.

Chris Bainum, resident, addressed the Council to express his concern regarding various items.

PUBLIC HEARINGS

23. SPECIFIC PLAN AMENDMENT 2022-0006 TO THE NORTHEAST CORONA SPECIFIC PLAN AMENDING THE SIGNAGE REGULATIONS UNDER SECTION 4.5.10 IN THE SUPPORT COMMERCIAL DISTRICT (APPLICANT: CPI PROPERTIES)

Joanne Coleta, Planning and Development Director, provided a report.

Mayor Daddario opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received regarding the Public Hearing. Mayor Daddario closed the Public Hearing.

The Council provided comments and had inquiries. Ms. Coletta provided clarification.

A motion was made by Mayor Daddario, seconded by Vice Mayor Richins, that this Public Hearing be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

- 24.** VARIANCE 2022-0001 TO ALLOW FOR AN INCREASE IN SIGN AREA FOR A PROPOSED OFF-SITE DIRECTIONAL SIGN FOR THE LOS ARCOS PLAZA, LOCATED AT 161-191 N. MCKINLEY STREET (APPLICANT: CPI PROPERTIES, LLC) (NOT AN ADVERTISED PUBLIC HEARING)

The Council took no action.

ADMINISTRATIVE REPORTS

- 25.** PROFESSIONAL SERVICES AGREEMENT WITH CHARITABLE VENTURES FOR BUSINESS GRANTS ADMINISTRATIVE SERVICES AND APPROVAL OF BUSINESS GRANTS PROGRAM GUIDELINES

Jessica Gonzales, Economic Development Director, and Amanda Wicker, Economic Development Administrator, provided a report.

Don Fuller, resident, addressed the Council to express his concerns with the proposed item. The Council provided comments.

A motion was made by Council Member Steiner, seconded by Council Member Casillas, that this Administrative Report be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

The following items were taken out of order.

- 31.** CITY OF RANCHO CUCAMONGA'S REQUEST FOR THE CITY OF CORONA TO SUPPORT THE BRIGHTLINE WEST HIGH-SPEED RAIL PROJECT APPLICATION

Brett Channing, Assistant City Manager, provided a report. The Council provided comments and had inquiries. Mr. Channing provided clarification.

The Council unanimously agreed with the proposed item.

- 32.** CITY OF NORCO'S REQUEST FOR THE CITY OF CORONA TO SUPPORT THE UNDERGROUNDING OF THE RIVERSIDE TRANSMISSION RELIABILITY PROJECT (RTRP)

Brett Channing, Assistant City Manager, provided a report. The Council provided comments and had inquiries. Mr. Channing and Justin McGough, Deputy Fire Chief, provided clarification.

Majority of the Council agreed with the proposed item.

LEGISLATIVE MATTERS

None.

BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:**A) Library Board of Trustees**

- 26.** LIBRARY BOARD OF TRUSTEES REPORT UPDATE FOR AUGUST 22, 2023:
- A) THE PALACE PROJECT - ELECTRONIC RESOURCE
 - B) BOOK DISPLAYS AT THE LIBRARY
 - C) LITERACY & LOTERIA EVENT, THURSDAY, SEPTEMBER 21ST AT 4:30PM
 - D) RIVCO PARKS PASSES AVAILABLE AT THE LIBRARY
 - E) BUDGET UPDATE FOR CORONA PUBLIC LIBRARY

This Library Board of Trustees Report was received and filed.

B) Planning & Housing Commission**C) Parks & Recreation Commission**

- 27.** PARKS AND RECREATION COMMISSION REPORT UPDATE FOR AUGUST 8, 2023:
- A.) SUMMER EVENTS RECAP
 - B.) FALL PROGRAM INFORMATION
 - C.) PICKLEBALL COURTS AT BORDER PARK
 - D.) TRAILS MASTER PLAN PHASE II FINAL REVIEW
 - E.) YMCA AQUATICS PARTNERSHIP UPDATE
 - F.) SOCCER FIELD RENOVATION UPDATE

This Parks & Recreation Commission Report was received and filed.

D) Regional Meetings

- 28.** UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) MEETING OF SEPTEMBER 11, 2023

Council Member Casillas provided an update.

- 29.** UPDATE FROM COUNCIL MEMBER JACQUE CASILLAS ON I-REN MEETING OF SEPTEMBER 20, 2023

There was no update as the meeting was cancelled.

CITY ATTORNEY'S REPORTS AND COMMENTS

None.

CITY MANAGER'S REPORTS AND COMMENTS

None.

CITY COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Steiner acknowledged Flower Co. for all their hard work in supporting non-profit organizations.

Vice Mayor Richins provided a brief overview on the Corona Lions Club 100 year anniversary and the skate cleanup at Santana Park. He also thanked Corona Chamber of Commerce for the 9/11 remembrance ceremony.

Mayor Daddario thanked everyone who participated in the 9/11 remembrance ceremony.

30. APPOINTMENT TO THE PLANNING AND HOUSING COMMISSION

Mayor Daddario appointed Sarah Longwell to the Planning and Housing Commission. He also thanked former Planning and Housing Commissioner Bridget Sherman for all her hard work.

A motion was made by Mayor Daddario, seconded by Council Member Steiner, that this Appointment be approved. The motion carried by the following roll call vote:

Aye: 5 - Daddario, Richins, Casillas, Speake, and Steiner

33. REQUEST FROM MAYOR TONY DADDARIO FOR CITY COUNCIL TO WAIVE THE FACILITY USE FEE FOR THE SHIISHONGVA TONGVA TRIBAL NATION ANNUAL NATIONAL NATIVE AMERICAN HERITAGE MONTH CELEBRATION AT CITY PARK ON OCTOBER 7, 2023.

Justin Tucker, Assistant City Manager, provided a report. The Council provided comments and had inquiries and Jacob Ellis, City Manager, provided clarification.

Michael Inegrete, Shiishongva Tongva Chief, provided comments in support of the proposed item.

The Council unanimously approved the item.

This City Council Member Report was approved.

FUTURE AGENDA ITEMS

1. Rent Stabilization Update (T. Richins) October 12, 2023
2. Security Camera Master Plan Update (Staff) October 12, 2023
3. Banning Temporary Signs in the Public Right of Way (W. Speake) October 12, 2023
4. Park Fee Reduction (J. Casillas) October 12, 2023
5. Clothing Bin Size Requirements (J. Casillas) October 12, 2023
6. Duncan Gate Options (Staff) October 12, 2023
7. Development of a I 15 Corridor Lobbying Coalition (W. Speake) October 12, 2023
8. LMD Zones 17 and 18 Prop 2018 Ballot Measure (Staff) October 12, 2023
9. Draft Parks & Recreation Masterplan Review (Staff) Nov/Dec
10. Draft Trails Masterplan Review (Staff) Jan/Feb
11. Historic Resources Ordinance Revisions (W. Speake) Jan/Feb
12. Wylie Labs (J. Casillas) TBD
13. Banning Semi Trucks on Hidden Valley Parkway (J. Casillas) TBD
14. Inclusive/Inclusionary Housing Ordinance for Multi family Housing (W. Speake) TBD
15. Public/Private Partnership for Flock Camera Placement (W. Speake) TBD
16. Large Native Tree Ordinance/Placing Trees on Historic Tree List (W. Speake) TBD
17. Community Lighting Support Project (T. Daddario) TBD

ADJOURNMENT

The next meeting of the Council is on Wednesday, October 4, 2023. Mayor Daddario adjourned the meeting at 8:40 p.m.



City of Corona Investment Portfolio Report Month Ending July 31, 2023

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending July 31, 2023 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:

Chad Willardson

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Chad T. Willardson
City Treasurer

DocuSigned by:

Brett Channing

B677664CB5E54C0...

Brett Channing
Assistant City Manager

DocuSigned by:

Kim Sitton

AE0AA49B0BD44E7...

Kim Sitton
Finance Director

REVIEWED BY:

DS

EN

DocuSigned by:

Christine Thompson

C477487B2FB3438...

Christine Thompson
Accounting Manager

Investment Summary

	City's Investment	Pension Trust	Total Investment
Beginning balance June 30, 2023	\$ 513,924,113	\$ 32,721,061	\$ 546,645,174
Acquisitions / Additions:			
Agency Notes	54,547,321		54,547,321
US Corporate Notes	-		-
LAIF	19,300,000		19,300,000
Money Market Fund	50,658,179	45,033	50,703,212
	<u>\$ 124,505,500</u>	<u>\$ 45,033</u>	<u>\$ 124,550,533</u>
Dispositions / Withdrawals:			
Agency Notes	51,992,103		51,992,103
US Corporate Notes	1,364,400		1,364,400
LAIF	17,200,000		17,200,000
Money Market Fund	50,076,248	-	50,076,248
	<u>\$ 120,632,751</u>	<u>\$ -</u>	<u>\$ 120,632,751</u>
Gain/(Loss) on Dispositions	\$ (68,243)	\$ -	\$ (68,243)
Ending balance, July 31, 2023	<u>\$ 517,728,619</u>	<u>\$ 32,766,094</u>	<u>\$ 550,494,713</u>

City of Corona Consolidated

Account #10003

Portfolio Summary

As of July 31, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.60
Average Coupon	2.96%
Average Purchase YTM	2.81%
Average Market YTM	4.94%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.83 yrs
Average Life	1.67 yrs

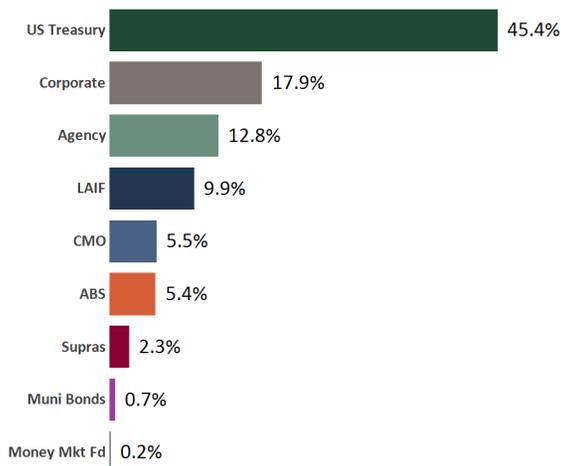
ACCOUNT SUMMARY

	Beg. Values as of 6/30/23	End Values as of 7/31/23
Market Value	495,996,061	500,418,938
Accrued Interest	2,478,481	2,121,640
Total Market Value	498,474,541	502,540,578
Income Earned	1,116,371	1,415,909
Cont/WD		2,100,000
Par	516,323,591	520,728,022
Book Value	513,924,113	517,728,619
Cost Value	513,924,113	517,728,619

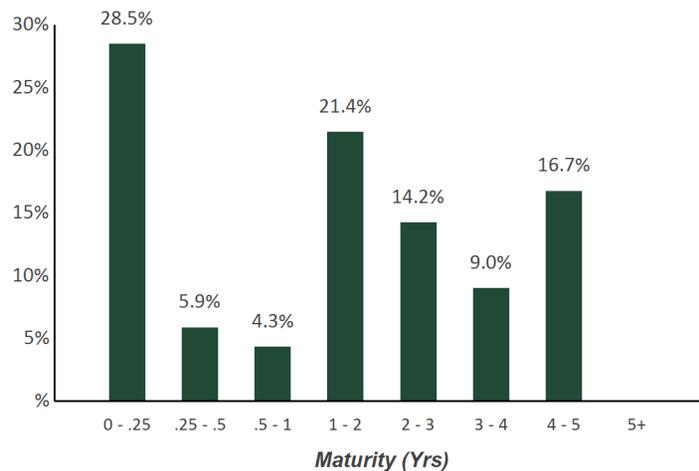
TOP ISSUERS

Government of United States	45.4%
Local Agency Investment Fund	9.9%
Federal Home Loan Mortgage Corp	9.0%
Federal National Mortgage Assoc	5.9%
Federal Home Loan Bank	2.7%
Inter-American Dev Bank	1.2%
Intl Bank Recon and Development	1.1%
Bank of America Corp	1.1%
Total	76.4%

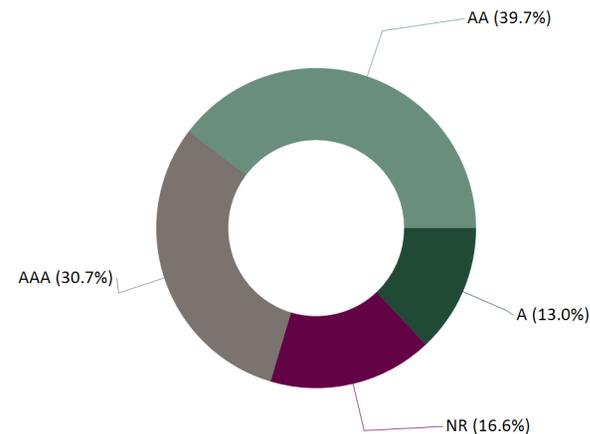
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of July 31, 2023



City of Corona Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Investment Type	Minimum Rating	Max%	Max % Issuer	Max Maturity	Miscellaneous	Comment
U.S. Treasuries		100%		5 years		Complies
Federal Agencies		100%		5 years	20% max agency callable securities	Complies
Supranational Obligations	"AA" rating or higher by a NRSRO	30%	10%	5 years	Washington D.C. based issuers: IADB, IBRD, and IFC	Complies
Municipal Securities (CA, Local Agency)	"A" rating or higher by a NRSRO	25%	5%	5 years		Complies
Municipal Securities (CA, Other States)	"A" rating or higher by a NRSRO	25%	5%	5 years		Complies
Corporate Medium Term Notes	"A" rating category or higher by a NRSRO	30%	5%	5 years	U.S. domiciled corporations or U.S. licensed depository	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations (Non-Agency)	"AA" rating category or better by a NRSRO	20%	5%	5 years	Non-Government issued	Complies
Agency Mortgage Securities		100%		5 years		Complies
Negotiable Certificates of Deposit (NCD)	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating;	20%	5%	3 years	May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	Complies
FDIC Insured Time Deposits (Non-negotiable CD)			5%			Complies
Collateralized Time Deposits (Non-negotiable CD)			5%			Complies
Banker's Acceptances		20%	25%	180 days		Complies
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt	40% if AUM >\$100 million (sunsetting 1/1/26)	5%	270 days	10% max of the outstanding commercial paper of any single issuer; U.S. domiciled corporations with assets > \$500 million	Complies
Money Market Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	20%		Have an SEC registered investment adviser with > 5 years experience and AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds	Complies

Mutual Funds	"AAA" or Highest rating by two NRSROs	10%			Have an SEC registered investment adviser with > 5 years experience and AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds	<i>Complies</i>
Local Agency Investment Fund (LAIF)					Limit set by LAIF	<i>Complies</i>
Local Government Investment Pool						<i>Complies</i>
Repurchase Agreements		10%	5%	14 days	102% Collateralized	<i>Complies</i>
Max Per Issuer					5% max per issuer, unless otherwise specified in the policy, other than U.S. Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF	<i>Complies</i>
Maximum Maturity				5 years		<i>Complies</i>

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	347,635.86	06/08/2021 0.34%	347,583.72 347,583.72	99.70 4.84%	346,595.73 50.99	0.07% (987.99)	Aaa / AAA NR	0.88 0.07
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	54,035.67	05/18/2020 0.83%	54,031.42 54,031.42	99.66 5.55%	53,851.78 19.69	0.01% (179.64)	Aaa / AAA NR	0.96 0.07
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	311,404.42	09/22/2020 0.38%	311,358.67 311,358.67	98.79 5.87%	307,644.84 41.61	0.06% (3,713.83)	NR / AAA AAA	1.22 0.22
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	1,139,649.62	08/10/2021 0.39%	1,139,634.12 1,139,634.12	98.86 5.68%	1,126,659.89 135.81	0.22% (12,974.23)	NR / AAA AAA	1.23 0.21
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	51,922.31	07/14/2020 0.52%	51,914.40 51,914.40	99.44 5.09%	51,633.62 11.77	0.01% (280.78)	Aaa / NR AAA	1.30 0.12
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	339,955.78	09/08/2021 0.34%	339,920.70 339,920.70	99.03 5.61%	336,657.19 18.70	0.07% (3,263.51)	Aaa / NR AAA	1.41 0.18
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	206,941.31	10/06/2020 0.36%	206,902.75 206,902.75	99.10 5.75%	205,083.82 32.19	0.04% (1,818.93)	NR / AAA AAA	1.46 0.16
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,193,104.95	01/11/2022 1.16%	1,193,078.58 1,193,078.58	98.57 5.74%	1,176,013.72 615.11	0.23% (17,064.86)	Aaa / AAA NR	1.46 0.31
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	197,389.12	08/04/2020 0.48%	197,347.66 197,347.66	99.47 5.13%	196,349.08 28.35	0.04% (998.58)	Aaa / NR AAA	1.56 0.11
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	98.13 5.93%	2,516,996.03 1,536.15	0.50% (47,600.24)	NR / AAA AAA	1.56 0.47
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	98.41 5.79%	2,071,437.88 1,222.07	0.41% (33,544.02)	Aaa / NR AAA	1.64 0.41
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	721,417.68	01/11/2022 1.11%	721,309.82 721,309.82	98.49 5.71%	710,556.02 132.26	0.14% (10,753.80)	NR / AAA AAA	1.65 0.32
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	277,683.05	02/17/2021 0.27%	277,677.97 277,677.97	97.95 5.74%	271,980.83 20.83	0.05% (5,697.14)	Aaa / NR AAA	1.73 0.37
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	502,579.56	10/20/2020 0.39%	502,463.83 502,463.83	98.35 5.91%	494,304.59 84.88	0.10% (8,159.24)	NR / AAA AAA	1.79 0.30

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	1,017,443.22	02/02/2021 0.27%	1,017,254.39 1,017,254.39	98.04 5.69%	997,455.56 117.57	0.20% (19,798.83)	Aaa / NR AAA	1.79 0.36
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	719,970.15	04/20/2021 0.38%	719,894.42 719,894.42	97.55 5.94%	702,338.81 121.59	0.14% (17,555.61)	NR / AAA AAA	2.13 0.44
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	999,274.89	11/16/2021 0.89%	999,064.24 999,064.24	96.34 5.78%	962,658.46 244.27	0.19% (36,405.78)	Aaa / NR AAA	2.48 0.75
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,066,842.13	07/13/2021 0.52%	1,066,746.97 1,066,746.97	96.03 6.04%	1,024,505.57 246.56	0.20% (42,241.40)	Aaa / NR AAA	2.63 0.72
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	933,091.67	11/09/2021 0.71%	933,071.80 933,071.80	96.19 5.87%	897,526.88 294.44	0.18% (35,544.92)	NR / AAA AAA	2.71 0.74
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	713,825.84	11/09/2021 0.75%	713,666.51 713,666.51	96.37 5.85%	687,898.26 234.77	0.14% (25,768.25)	NR / AAA AAA	2.79 0.71
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.90 5.78%	1,582,358.27 1,378.67	0.32% (67,393.57)	Aaa / AAA NR	2.79 1.06
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.48 5.62%	1,038,200.34 569.78	0.21% (26,744.28)	Aaa / AAA NR	3.07 1.06
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	753,638.30	10/13/2021 0.68%	753,619.08 753,619.08	95.88 5.90%	722,613.27 213.53	0.14% (31,005.81)	Aaa / AAA NR	3.13 0.79
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	96.55 5.82%	975,165.10 1,041.42	0.19% (34,611.49)	Aaa / NR AAA	3.13 0.99
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	96.42 5.58%	1,301,609.26 1,332.00	0.26% (48,338.77)	NR / AAA AAA	3.21 1.08
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	95.78 5.92%	632,146.03 346.50	0.13% (27,796.62)	NR / AAA AAA	3.30 0.91
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.77 5.35%	2,675,613.08 4,165.93	0.53% (88,775.30)	NR / AAA AAA	3.80 1.69

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	99.05 5.09%	1,139,023.25 1,307.17	0.23% (10,926.15)	NR / AAA AAA	3.97 1.02
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	1,880,000.00	02/22/2023 5.07%	1,879,657.46 1,879,657.46	99.14 5.48%	1,863,895.92 4,186.13	0.37% (15,761.54)	Aaa / NR AAA	4.30 2.08
Total ABS		27,747,805.53	1.89%	27,744,478.19	5.68%	27,068,773.08 19,750.74	5.39% (675,705.11)	Aaa / AAA AAA	2.57 0.83
AGENCY									
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.83 5.46%	5,380,754.51 20,644.10	1.07% (359,245.89)	Aaa / AA+ NR	0.87 0.84
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	97.28 5.42%	3,891,116.00 44,083.33	0.78% (315,644.00)	Aaa / AA+ AAA	1.12 1.07
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	95.71 5.34%	3,350,000.50 16,746.52	0.67% (214,274.50)	Aaa / AA+ AAA	1.21 1.16
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	94.36 5.27%	4,057,424.10 4,897.22	0.81% (239,780.90)	Aaa / AA+ AAA	1.39 1.34
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	95.12 5.20%	4,014,215.92 4,571.67	0.80% (268,662.28)	Aaa / AA+ AAA	1.44 1.38
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	94.72 5.13%	6,227,741.38 46,298.96	1.25% (342,195.87)	Aaa / AA+ AAA	1.54 1.47
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	92.70 5.10%	4,885,158.25 9,057.81	0.97% (373,985.55)	Aaa / AA+ AAA	1.73 1.67
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	92.03 5.00%	5,705,860.00 3,788.89	1.14% (490,871.90)	Aaa / AA+ AAA	1.88 1.82
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	91.54 4.93%	5,766,875.10 656.25	1.15% (511,024.50)	Aaa / AA+ AAA	1.98 1.92
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	91.18 4.91%	5,730,851.55 10,213.13	1.14% (529,587.65)	Aaa / AA+ AAA	2.07 2.01
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	90.98 4.85%	5,727,342.08 8,393.34	1.14% (549,003.97)	Aaa / AA+ AAA	2.15 2.08
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	90.76 4.86%	5,717,709.91 7,350.00	1.14% (562,185.09)	Aaa / AA+ AAA	2.27 2.20

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
880591EZ1	Tennessee Valley Authority Note 3.875% Due 3/15/2028	3,500,000.00	05/04/2023 3.56%	3,548,755.00 3,548,755.00	98.42 4.26%	3,444,532.00 45,585.07	0.69% (104,223.00)	Aaa / AA+ AAA	4.63 4.13
Total Agency		68,245,000.00	1.08%	68,760,266.40	5.05%	63,899,581.30 222,286.29	12.76% (4,860,685.10)	Aaa / AA+ AAA	1.85 1.76
CMO									
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	845,407.94	05/16/2019 2.57%	878,365.65 878,365.65	99.46 5.59%	840,817.37 496.96	0.17% (37,548.28)	Aaa / NR AAA	0.24 0.15
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.58 4.93%	1,403,653.50 3,316.25	0.28% (182,772.28)	NR / NR AAA	3.07 2.83
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.80 4.94%	2,843,970.00 7,800.00	0.57% (284,467.50)	NR / AAA AAA	3.16 2.84
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.16 4.84%	2,495,343.35 7,163.83	0.50% 12,935.15	Aaa / NR NR	4.07 3.65
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	4,690,000.00	07/20/2023 4.60%	4,471,072.27 4,471,072.27	94.69 4.80%	4,440,848.44 13,460.30	0.89% (30,223.83)	NR / NR AAA	4.41 3.92
3137F4D41	FHLMC K074 A2 3.6% Due 1/25/2028	3,000,000.00	03/16/2023 4.93%	2,911,054.69 2,911,054.69	95.26 4.78%	2,857,920.00 1,800.00	0.57% (53,134.69)	NR / NR AAA	4.49 3.97
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	6,000,000.00	Various 4.55%	5,707,999.69 5,707,999.69	94.30 4.79%	5,657,772.00 3,350.00	1.13% (50,227.69)	NR / NR AAA	4.49 3.98
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	5,320,000.00	Various 4.60%	5,229,125.01 5,229,125.01	96.19 4.74%	5,117,536.76 3,413.66	1.02% (111,588.25)	NR / NR AAA	4.82 4.22
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,997,000.00	06/22/2023 4.42%	1,951,677.46 1,951,677.46	96.21 4.73%	1,921,359.63 1,282.74	0.38% (30,317.83)	NR / NR AAA	4.91 4.25
Total CMO		29,002,407.94	4.09%	28,346,566.25	4.83%	27,579,221.05 42,083.74	5.50% (767,345.20)	Aaa / AAA AAA	4.19 3.71

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	95.53 5.49%	2,961,547.80 861.11	0.59% (114,644.80)	A2 / A+ NR	0.96 0.93
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	96.09 5.53%	3,459,132.00 20,250.00	0.69% (138,996.00)	A1 / A AA-	1.26 1.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	96.12 5.35%	2,492,425.31 12,853.36	0.50% (132,058.90)	A2 / A A+	1.28 1.22
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	93.88 5.94%	1,854,135.93 3,469.97	0.37% (118,829.82)	Aa3 / AA- AA-	1.35 1.30
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	94.70 5.29%	2,556,978.30 1,957.50	0.51% (139,403.70)	A1 / A+ A+	1.46 1.40
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	94.26 5.62%	3,530,096.92 2,564.28	0.70% (210,858.48)	Aaa / AA+ AAA	1.46 1.40
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.85 5.75%	3,931,648.56 2,360.35	0.78% (204,522.59)	A2 / A+ A+	1.48 1.42
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	96.10 5.30%	2,854,226.43 26,804.25	0.57% (115,001.37)	A1 / A+ NR	1.69 1.60
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.46 5.58%	1,225,031.84 12,739.69	0.25% (44,498.26)	A1 / A AA-	1.71 1.61
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	93.83 5.60%	2,590,629.73 12,769.63	0.52% (272,030.29)	A2 / A- AA-	1.75 1.67
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	97.02 5.16%	1,416,562.08 10,755.33	0.28% (41,583.72)	A2 / A A+	1.79 1.69
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 2.03%	3,299,268.65 3,299,268.65	95.65 5.97%	3,151,746.58 4,525.13	0.63% (147,522.07)	A1 / A- AA-	1.84 1.75
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	96.39 5.50%	906,048.14 4,143.83	0.18% (33,698.06)	A2 / A- A	1.88 1.77
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 2.17%	1,565,968.20 1,565,968.20	95.49 5.99%	1,494,412.24 1,600.73	0.30% (71,555.96)	A1 / A- AA-	1.90 1.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.09 5.62%	2,281,511.60 7,833.33	0.46% (67,689.40)	Aaa / AA+ AAA	1.92 1.81

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	89.36 5.76%	2,680,776.00 3,718.76	0.53% (288,924.00)	Aa1 / AA+ NR	2.36 2.27
66815L2A6	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	89.47 5.44%	1,673,171.28 706.44	0.33% (147,217.62)	Aaa / AA+ AAA	2.46 2.37
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.29%	1,037,330.00 1,037,330.00	94.04 5.75%	940,419.00 5,728.25	0.19% (96,911.00)	A1 / A- AA-	2.73 1.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.99%	1,511,376.00 1,511,376.00	94.09 5.79%	1,505,392.00 9,043.73	0.30% (5,984.00)	A1 / A- A+	2.75 1.66
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	90.30 4.77%	4,392,905.26 10,675.97	0.88% (451,077.94)	A1 / AA AA-	2.78 2.68
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	90.53 4.82%	728,772.14 1,954.36	0.15% (78,832.91)	A2 / A+ A	2.79 2.68
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	89.88 4.94%	2,988,529.95 4,467.97	0.60% (335,007.05)	A1 / A+ A+	2.88 2.77
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.28%	3,007,920.00 3,007,920.00	91.87 5.94%	2,756,004.00 4,616.50	0.55% (251,916.00)	A1 / A- AA-	2.89 1.81
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.50 5.46%	2,010,676.84 1,136.00	0.40% (260,693.08)	Aa3 / AA+ AA+	2.96 2.83
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	87.61 5.64%	1,502,444.62 8,158.16	0.30% (210,977.58)	Aa3 / AA- AA-	3.13 2.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	89.60 4.66%	703,380.41 3,068.04	0.14% (80,135.94)	Aa2 / AA AA	3.13 3.00
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	89.13 5.37%	2,214,808.44 2,588.54	0.44% (267,358.66)	Aa3 / AA- AA-	3.45 3.25
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.32 5.46%	1,174,148.30 13,093.89	0.24% (108,717.70)	A2 / A- A	3.59 3.32
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.89 5.30%	1,745,970.80 20,836.67	0.35% (138,962.20)	A1 / A NR	3.61 3.32

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.94%	2,906,255.64 2,906,255.64	94.92 5.59%	2,847,474.00 29,065.16	0.57% (58,781.64)	A1 / A- AA-	3.73 2.53
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.67 4.98%	1,300,148.28 12,105.00	0.26% (42,672.82)	A2 / A+ A+	3.78 3.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	96.59 4.69%	1,318,512.21 10,662.16	0.26% (47,126.19)	A2 / A+ A	3.79 3.46
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.72 4.53%	2,367,995.00 15,208.33	0.47% (73,980.00)	Aa3 / A+ NR	3.80 3.51
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	96.07 5.25%	1,344,991.20 8,467.04	0.27% (50,318.80)	A1 / A NR	3.86 3.48
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	4,500,000.00	Various 4.99%	4,242,810.00 4,242,810.00	94.04 5.16%	4,231,935.00 7,300.00	0.84% (10,875.00)	A3 / A- NR	4.46 4.03
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.76 4.81%	2,444,149.40 3,555.90	0.49% (43,556.10)	A2 / A A+	4.48 3.98
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	102.31 4.67%	1,534,669.50 36,312.50	0.31% 2,449.50	A2 / A+ A	4.55 3.86
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	2,090,000.00	03/06/2023 4.90%	2,087,972.70 2,087,972.70	101.05 4.61%	2,111,963.81 40,188.96	0.43% 23,991.11	Aa3 / A+ NR	4.61 3.95
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	1,650,000.00	05/08/2023 4.01%	1,649,083.50 1,649,083.50	98.25 4.41%	1,621,179.45 14,850.00	0.33% (27,904.05)	Aaa / AA+ NR	4.78 4.26
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,975,000.00	05/08/2023 4.05%	1,975,392.25 1,975,392.25	98.37 4.43%	1,942,716.65 16,441.88	0.39% (32,675.60)	A1 / A+ NR	4.80 4.27
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	2,630,000.00	Various 5.00%	2,616,154.70 2,616,154.70	99.49 4.99%	2,616,592.26 11,752.81	0.52% 437.56	A3 / A NR	4.88 4.21
Total Corporate		94,796,000.00	2.63%	94,342,480.39	5.32%	89,405,859.26 421,191.51	17.87% (4,936,621.13)	A1 / A+ AA-	2.76 2.47

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



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LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	49,776,879.61	Various 3.44%	49,776,879.61 49,776,879.61	1.00 3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR / NR NR	0.00 0.00
Total LAIF		49,776,879.61	3.44%	49,776,879.61	3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	267,705.27	07/18/2023 4.89%	267,705.27 267,705.27	1.00 4.89%	267,705.27 0.00	0.05% 0.00	Aaa / AAA AAA	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	497,223.15	Various 4.89%	497,223.15 497,223.15	1.00 4.89%	497,223.15 0.00	0.10% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		764,928.42	4.89%	764,928.42	4.89%	764,928.42 0.00	0.15% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.52 5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 / AA- AA	1.17 1.12
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45	5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 / AA- AA	1.17 1.12
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	90.89 4.84%	5,726,051.11 8,137.51	1.14% (546,309.74)	Aaa / AAA AAA	2.25 2.18
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	90.41 4.67%	5,776,943.40 15,686.56	1.15% (583,790.40)	Aaa / AAA AAA	2.72 2.62
Total Supranational		12,690,000.00	0.78%	12,633,094.65	4.75%	11,502,994.51 23,824.07	2.29% (1,130,100.14)	Aaa / AAA AAA	2.49 2.40
US TREASURY									
912797GG6	US Treasury Bill 5.017% Due 8/15/2023	20,000,000.00	05/16/2023 5.15%	19,749,150.00 19,749,150.00	98.75 5.15%	19,749,150.00 211,828.89	3.97% 0.00	P-1 / A-1+ F-1+	0.04 0.04

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

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US TREASURY									
912796CQ0	US Treasury Bill 5.085% Due 9/14/2023	21,500,000.00	06/15/2023 5.22%	21,226,681.25 21,226,681.25	98.73 5.22%	21,226,681.25 139,696.25	4.25% 0.00	P-1 / A-1+ F-1+	0.12 0.12
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	50,750,000.00	Various 5.40%	50,076,248.64 50,076,248.64	98.67 5.40%	50,076,248.64 88,846.33	9.98% 0.00	P-1 / A-1+ F-1+	0.22 0.21
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	30,000,000.00	06/15/2023 5.34%	29,225,923.33 29,225,923.33	97.42 5.34%	29,225,923.33 196,726.67	5.85% 0.00	P-1 / A-1+ F-1+	0.37 0.36
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	98.59 5.43%	4,929,295.00 63,432.32	0.99% (192,501.88)	Aaa / AA+ AAA	0.55 0.52
912828X70	US Treasury Note 2% Due 4/30/2024	3,150,000.00	Various 1.79%	3,177,480.46 3,177,480.46	97.53 5.40%	3,072,235.95 15,921.19	0.61% (105,244.51)	Aaa / AA+ AAA	0.75 0.73
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	96.98 5.42%	4,752,044.50 8,521.74	0.95% (190,209.41)	Aaa / AA+ AAA	0.92 0.89
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.96 5.41%	4,848,240.00 54,782.46	0.98% (291,994.38)	Aaa / AA+ AAA	1.04 1.00
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	96.35 5.31%	3,853,908.00 22,744.57	0.77% (236,560.75)	Aaa / AA+ AAA	1.25 1.20
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.98 5.13%	6,578,635.00 32,955.16	1.32% (529,372.81)	Aaa / AA+ AAA	1.58 1.53
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.81 5.12%	6,636,875.00 46,270.38	1.33% (186,210.94)	Aaa / AA+ AAA	1.62 1.56
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	91.26 4.89%	5,475,468.00 40.76	1.09% (403,594.50)	Aaa / AA+ AAA	2.00 1.95
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	90.79 4.78%	2,905,251.20 2,688.52	0.58% (225,123.80)	Aaa / AA+ AAA	2.17 2.11
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	90.47 4.77%	5,428,128.00 3,790.76	1.08% (494,997.00)	Aaa / AA+ AAA	2.25 2.19
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	90.48 4.73%	3,438,259.00 2,413.93	0.68% (293,608.19)	Aaa / AA+ AAA	2.34 2.27
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	89.36 4.48%	1,403,003.81 4,927.58	0.28% (155,895.80)	Aaa / AA+ AAA	3.09 2.98
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	89.61 4.43%	2,804,774.22 9,204.00	0.56% (278,398.05)	Aaa / AA+ AAA	3.17 3.05

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	90.07 4.44%	2,810,315.04 8,870.38	0.56% (290,672.46)	Aaa / AA+ AAA	3.25 3.12
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.97 4.35%	2,255,344.80 10,672.13	0.45% (95,811.45)	Aaa / AA+ AAA	3.84 3.57
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	96.17 4.32%	6,395,172.00 18,793.48	1.28% (295,208.86)	Aaa / AA+ AAA	3.92 3.62
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	94.29 4.32%	1,225,809.00 97.15	0.24% (52,151.94)	Aaa / AA+ AAA	4.00 3.73
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.62 4.31%	3,298,927.95 45,117.19	0.67% (100,589.63)	Aaa / AA+ AAA	4.09 3.73
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.34 4.30%	2,781,626.40 38,815.57	0.56% 11,626.39	Aaa / AA+ AAA	4.17 3.74
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.46 4.27%	4,529,201.40 30,195.35	0.91% (98,884.54)	Aaa / AA+ AAA	4.34 3.92
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	7,000,000.00	Various 3.78%	7,028,945.31 7,028,945.31	98.48 4.26%	6,893,362.00 23,586.95	1.38% (135,583.31)	Aaa / AA+ AAA	4.42 4.00
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	97.00 4.24%	6,789,727.00 665.76	1.35% (38,280.81)	Aaa / AA+ AAA	4.51 4.11
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.10 4.22%	6,937,112.00 117,173.91	1.40% (12,848.94)	Aaa / AA+ AAA	4.59 4.08
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	7,000,000.00	06/14/2023 4.00%	6,884,335.94 6,884,335.94	97.61 4.18%	6,832,658.00 42,984.97	1.37% (51,677.94)	Aaa / AA+ AAA	4.84 4.35
Total US Treasury		234,320,000.00	3.93%	231,897,172.00	5.02%	227,153,376.49 1,241,764.35	45.45% (4,743,795.51)	Aaa / AAA AAA	1.47 1.37
TOTAL PORTFOLIO		520,728,021.50	3.08%	517,728,619.36	4.94%	500,418,937.58 2,121,640.10	100.00% (17,309,681.78)	Aa1 / AA+ AAA	1.83 1.60
TOTAL MARKET VALUE PLUS ACCRUED						502,540,577.68			

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2023	60934N807	47,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	47,000.00	0.00	47,000.00	0.00
Purchase	07/05/2023	60934N807	116,776.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	116,776.83	0.00	116,776.83	0.00
Purchase	07/07/2023	60934N807	34,287.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	34,287.50	0.00	34,287.50	0.00
Purchase	07/11/2023	60934N807	23,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	23,296.88	0.00	23,296.88	0.00
Purchase	07/13/2023	60934N807	19,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	19,575.00	0.00	19,575.00	0.00
Purchase	07/14/2023	60934N807	34,631.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	34,631.25	0.00	34,631.25	0.00
Purchase	07/15/2023	60934N807	91,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	91,812.50	0.00	91,812.50	0.00
Purchase	07/15/2023	90LAIF\$00	717,419.25	Local Agency Investment Fund State Pool	1.000	3.26%	717,419.25	0.00	717,419.25	0.00
Purchase	07/16/2023	60934N807	13,632.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	13,632.00	0.00	13,632.00	0.00
Purchase	07/17/2023	60934N807	7,811.13	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,811.13	0.00	7,811.13	0.00
Purchase	07/17/2023	60934N807	693.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	693.00	0.00	693.00	0.00
Purchase	07/17/2023	60934N807	2,585.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,585.00	0.00	2,585.00	0.00
Purchase	07/17/2023	60934N807	2,497.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,497.50	0.00	2,497.50	0.00
Purchase	07/17/2023	60934N807	7,849.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,849.00	0.00	7,849.00	0.00
Purchase	07/17/2023	60934N807	1,952.67	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	1,952.67	0.00	1,952.67	0.00
Purchase	07/17/2023	60934N807	26,803.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	26,803.70	0.00	26,803.70	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/17/2023	60934N807	33,176.97	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	33,176.97	0.00	33,176.97	0.00
Purchase	07/17/2023	60934N807	72,725.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	72,725.33	0.00	72,725.33	0.00
Purchase	07/17/2023	60934N807	228,731.56	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	228,731.56	0.00	228,731.56	0.00
Purchase	07/17/2023	60934N807	13,059.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	13,059.88	0.00	13,059.88	0.00
Purchase	07/17/2023	60934N807	73,414.98	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	73,414.98	0.00	73,414.98	0.00
Purchase	07/17/2023	60934N807	16,624.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,624.33	0.00	16,624.33	0.00
Purchase	07/17/2023	60934N807	16,450.93	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,450.93	0.00	16,450.93	0.00
Purchase	07/17/2023	60934N807	49,978.86	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	49,978.86	0.00	49,978.86	0.00
Purchase	07/17/2023	60934N807	51,316.27	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	51,316.27	0.00	51,316.27	0.00
Purchase	07/17/2023	60934N807	22,473.37	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	22,473.37	0.00	22,473.37	0.00
Purchase	07/17/2023	60934N807	122,815.02	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	122,815.02	0.00	122,815.02	0.00
Purchase	07/17/2023	60934N807	14,503.43	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	14,503.43	0.00	14,503.43	0.00
Purchase	07/18/2023	60934N807	50,000,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	50,000,000.00	0.00	50,000,000.00	0.00
Purchase	07/18/2023	60934N807	64,312.86	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	64,312.86	0.00	64,312.86	0.00
Purchase	07/20/2023	60934N807	61,743.40	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	61,743.40	0.00	61,743.40	0.00
Purchase	07/20/2023	60934N807	3,332.92	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,332.92	0.00	3,332.92	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/20/2023	60934N807	4,189.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	4,189.50	0.00	4,189.50	0.00
Purchase	07/20/2023	60934N807	3,565.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,565.00	0.00	3,565.00	0.00
Purchase	07/20/2023	60934N807	207,229.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	207,229.25	0.00	207,229.25	0.00
Purchase	07/20/2023	60934N807	114,087.17	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	114,087.17	0.00	114,087.17	0.00
Purchase	07/20/2023	912797FB8	50,000,000.00	US Treasury Bill 5.252% Due 10/19/2023	98.672	5.40%	49,336,205.56	0.00	49,336,205.56	0.00
Purchase	07/20/2023	912797FB8	750,000.00	US Treasury Bill 5.252% Due 10/19/2023	98.672	5.40%	740,043.08	0.00	740,043.08	0.00
Purchase	07/21/2023	60934N807	54,298.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	54,298.75	0.00	54,298.75	0.00
Purchase	07/21/2023	60934N807	33,714.49	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	33,714.49	0.00	33,714.49	0.00
Purchase	07/21/2023	60934N807	26,476.78	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	26,476.78	0.00	26,476.78	0.00
Purchase	07/25/2023	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	95.332	4.60%	4,471,072.27	10,768.24	4,481,840.51	0.00
Purchase	07/25/2023	60934N807	2,001,319.72	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,001,319.72	0.00	2,001,319.72	0.00
Purchase	07/25/2023	60934N807	244,889.18	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	244,889.18	0.00	244,889.18	0.00
Purchase	07/25/2023	60934N807	6,413.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	6,413.70	0.00	6,413.70	0.00
Purchase	07/25/2023	60934N807	17,068.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	17,068.33	0.00	17,068.33	0.00
Purchase	07/25/2023	60934N807	16,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,750.00	0.00	16,750.00	0.00
Purchase	07/25/2023	60934N807	7,163.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,163.83	0.00	7,163.83	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/25/2023	60934N807	2,848.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,848.88	0.00	2,848.88	0.00
Purchase	07/25/2023	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,316.25	0.00	3,316.25	0.00
Purchase	07/25/2023	60934N807	7,800.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,800.00	0.00	7,800.00	0.00
Purchase	07/25/2023	60934N807	9,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	9,000.00	0.00	9,000.00	0.00
Purchase	07/25/2023	60934N807	96,420.03	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	96,420.03	0.00	96,420.03	0.00
Purchase	07/25/2023	60934N807	86,569.46	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	86,569.46	0.00	86,569.46	0.00
Purchase	07/25/2023	60934N807	55,741.32	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	55,741.32	0.00	55,741.32	0.00
Purchase	07/31/2023	60934N807	147,875.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.89%	147,875.00	0.00	147,875.00	0.00
Subtotal			110,580,019.96				109,687,340.87	10,768.24	109,698,109.11	0.00
Security Contribution	07/03/2023	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Contribution	07/10/2023	90LAIF\$00	1,800,000.00	Local Agency Investment Fund State Pool	1.000		1,800,000.00	0.00	1,800,000.00	0.00
Security Contribution	07/16/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/17/2023	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	07/18/2023	90LAIF\$00	2,900,000.00	Local Agency Investment Fund State Pool	1.000		2,900,000.00	0.00	2,900,000.00	0.00
Security Contribution	07/24/2023	90LAIF\$00	1,600,000.00	Local Agency Investment Fund State Pool	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Security Contribution	07/25/2023	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	07/25/2023	90LAIF\$00	4,200,000.00	Local Agency Investment Fund State Pool	1.000		4,200,000.00	0.00	4,200,000.00	0.00
Security Contribution	07/31/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/31/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Subtotal			19,300,000.00				19,300,000.00	0.00	19,300,000.00	0.00
Short Sale	07/25/2023	60934N807	-4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000		-4,481,840.51	0.00	-4,481,840.51	0.00
Subtotal			-4,481,840.51				-4,481,840.51	0.00	-4,481,840.51	0.00
TOTAL ACQUISITIONS			125,398,179.45				124,505,500.36	10,768.24	124,516,268.60	0.00
DISPOSITIONS										
Closing Purchase	07/25/2023	60934N807	-4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000		-4,481,840.51	0.00	-4,481,840.51	0.00
Subtotal			-4,481,840.51				-4,481,840.51	0.00	-4,481,840.51	0.00
Sale	07/20/2023	60934N807	50,076,248.64	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	50,076,248.64	0.00	50,076,248.64	0.00
Sale	07/25/2023	60934N807	4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	4,481,840.51	0.00	4,481,840.51	0.00
Sale	07/25/2023	912828X70	1,650,000.00	US Treasury Note 2% Due 4/30/2024	97.488	5.39%	1,608,556.64	7,711.96	1,616,268.60	-47,244.15
Sale	07/25/2023	91282CBR1	650,000.00	US Treasury Note 0.25% Due 3/15/2024	96.824	5.35%	629,357.42	582.88	629,940.30	-19,068.36
Subtotal			56,858,089.15				56,796,003.21	8,294.84	56,804,298.05	-66,312.51
Paydown	07/17/2023	02582JJT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	7,811.13	7,811.13	0.00
Paydown	07/17/2023	362554AC1	26,361.70	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		26,361.70	442.00	26,803.70	0.67

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	693.00	693.00	0.00
Paydown	07/17/2023	43813DAC2	33,117.42	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		33,117.42	59.55	33,176.97	2.61
Paydown	07/17/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	2,585.00	2,585.00	0.00
Paydown	07/17/2023	44891RAC4	72,543.21	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		72,543.21	182.12	72,725.33	16.71
Paydown	07/17/2023	44891VAC5	228,573.10	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		228,573.10	158.46	228,731.56	34.29
Paydown	07/17/2023	44891WAC3	11,895.05	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	100.000		11,895.05	1,164.83	13,059.88	0.26
Paydown	07/17/2023	448977AD0	0.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	100.000		0.00	2,497.50	2,497.50	0.00
Paydown	07/17/2023	44933LAC7	73,163.82	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		73,163.82	251.16	73,414.98	7.70
Paydown	07/17/2023	44935FAD6	16,174.16	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		16,174.16	450.17	16,624.33	3.61
Paydown	07/17/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	1,952.67	1,952.67	0.00
Paydown	07/17/2023	47787NAC3	16,421.88	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		16,421.88	29.05	16,450.93	2.50
Paydown	07/17/2023	47789KAC7	14,490.19	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		14,490.19	13.24	14,503.43	-31.23
Paydown	07/17/2023	47789QAC4	49,495.11	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		49,495.11	483.75	49,978.86	4.42
Paydown	07/17/2023	47800CAC0	0.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	100.000		0.00	7,849.00	7,849.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	89236XAC0	51,240.97	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		51,240.97	75.30	51,316.27	9.55
Paydown	07/17/2023	89238JAC9	21,908.33	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		21,908.33	565.04	22,473.37	0.47
Paydown	07/17/2023	89240BAC2	122,568.02	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		122,568.02	247.00	122,815.02	22.75
Paydown	07/18/2023	43813KAC6	64,197.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		64,197.05	115.81	64,312.86	9.43
Paydown	07/20/2023	36262XAC8	206,791.65	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		206,791.65	437.60	207,229.25	2.81
Paydown	07/20/2023	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	3,332.92	3,332.92	0.00
Paydown	07/20/2023	89238LAC4	0.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	100.000		0.00	4,189.50	4,189.50	0.00
Paydown	07/20/2023	92290BAA9	113,965.22	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		113,965.22	121.95	114,087.17	23.93
Paydown	07/20/2023	92348KAV5	0.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	100.000		0.00	3,565.00	3,565.00	0.00
Paydown	07/21/2023	43813GAC5	33,644.44	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		33,644.44	70.05	33,714.49	0.61
Paydown	07/21/2023	43815GAC3	25,725.11	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		25,725.11	751.67	26,476.78	5.42
Paydown	07/25/2023	05601XAC3	95,671.03	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		95,671.03	749.00	96,420.03	14.30
Paydown	07/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	2,848.88	2,848.88	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/25/2023	09690AAC7	86,452.20	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		86,452.20	117.26	86,569.46	8.92
Paydown	07/25/2023	3137B7MZ9	53,100.45	FHLMC K036 A2Due 10/25/2023	100.000		53,100.45	2,640.87	55,741.32	-2,070.09
Paydown	07/25/2023	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	3,316.25	3,316.25	0.00
Paydown	07/25/2023	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	7,800.00	7,800.00	0.00
Paydown	07/25/2023	3137F4D41	0.00	FHLMC K074 A2 3.6% Due 1/25/2028	100.000		0.00	9,000.00	9,000.00	0.00
Paydown	07/25/2023	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	100.000		0.00	7,163.83	7,163.83	0.00
Paydown	07/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	16,750.00	16,750.00	0.00
Paydown	07/25/2023	3137FG6X8	0.00	FHLMC K077 A2 3.85% Due 5/25/2028	100.000		0.00	17,068.33	17,068.33	0.00
Paydown	07/25/2023	3137FGR31	0.00	FHLMC K078 A2 3.854% Due 6/25/2028	100.000		0.00	6,413.70	6,413.70	0.00
Subtotal			1,417,500.11				1,417,500.11	113,962.59	1,531,462.70	-1,930.36
Maturity	07/18/2023	912797FY8	50,000,000.00	US Treasury Bill 4.999% Due 7/18/2023	100.000		49,701,088.05	298,911.95	50,000,000.00	0.00
Subtotal			50,000,000.00				49,701,088.05	298,911.95	50,000,000.00	0.00
Security Withdrawal	07/05/2023	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Withdrawal	07/06/2023	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	07/06/2023	90LAIF\$00	3,600,000.00	Local Agency Investment Fund State Pool	1.000		3,600,000.00	0.00	3,600,000.00	0.00
Security Withdrawal	07/13/2023	90LAIF\$00	2,400,000.00	Local Agency Investment Fund State Pool	1.000		2,400,000.00	0.00	2,400,000.00	0.00
Security Withdrawal	07/20/2023	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	07/20/2023	90LAIF\$00	2,400,000.00	Local Agency Investment Fund State Pool	1.000		2,400,000.00	0.00	2,400,000.00	0.00
Security Withdrawal	07/26/2023	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	07/26/2023	90LAIF\$00	1,300,000.00	Local Agency Investment Fund State Pool	1.000		1,300,000.00	0.00	1,300,000.00	0.00
Security Withdrawal	07/27/2023	90LAIF\$00	130,000.00	Local Agency Investment Fund State Pool	1.000		130,000.00	0.00	130,000.00	0.00
Security Withdrawal	07/27/2023	90LAIF\$00	470,000.00	Local Agency Investment Fund State Pool	1.000		470,000.00	0.00	470,000.00	0.00
Subtotal			17,200,000.00				17,200,000.00	0.00	17,200,000.00	0.00
TOTAL DISPOSITIONS			120,993,748.75				120,632,750.86	421,169.38	121,053,920.24	-68,242.87

OTHER TRANSACTIONS										
Interest	07/01/2023	66815L2J7	2,350,000.00	Northwestern Mutual Glbl Note 4% Due 7/1/2025	0.000		47,000.00	0.00	47,000.00	0.00
Interest	07/07/2023	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		34,287.50	0.00	34,287.50	0.00
Interest	07/11/2023	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.000		23,296.88	0.00	23,296.88	0.00
Interest	07/13/2023	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.000		19,575.00	0.00	19,575.00	0.00
Interest	07/14/2023	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.000		27,151.25	0.00	27,151.25	0.00
Interest	07/14/2023	66815L2A6	1,870,000.00	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	0.000		7,480.00	0.00	7,480.00	0.00
Interest	07/15/2023	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.000		82,125.00	0.00	82,125.00	0.00
Interest	07/15/2023	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		9,687.50	0.00	9,687.50	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/16/2023	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.000		13,632.00	0.00	13,632.00	0.00
Interest	07/20/2023	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.000		61,743.40	0.00	61,743.40	0.00
Interest	07/21/2023	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.000		11,812.50	0.00	11,812.50	0.00
Interest	07/21/2023	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.000		42,486.25	0.00	42,486.25	0.00
Interest	07/31/2023	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.000		7,500.00	0.00	7,500.00	0.00
Interest	07/31/2023	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.000		17,875.00	0.00	17,875.00	0.00
Interest	07/31/2023	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.000		122,500.00	0.00	122,500.00	0.00
Subtotal			54,437,000.00				528,152.28	0.00	528,152.28	0.00
Dividend	07/05/2023	60934N807	713,809.21	Federated Investors Govt Oblig Fund Inst.	0.000		116,776.83	0.00	116,776.83	0.00
Dividend	07/15/2023	90LAIF\$00	8,306,226,579.66	Local Agency Investment Fund State Pool	0.000		717,419.25	0.00	717,419.25	0.00
Subtotal			8,306,940,388.87				834,196.08	0.00	834,196.08	0.00
TOTAL OTHER TRANSACTIONS			8,361,377,388.87				1,362,348.36	0.00	1,362,348.36	0.00

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	6,621.81 0.00 10,675.97 4,054.16	0.00 0.00 0.00 4,054.16	4,054.16
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 2,765,000.00	2,764,388.38 0.00 0.00 2,764,388.38	4,165.93 7,811.13 4,165.93 7,811.13	0.00 0.00 0.00 7,811.13	7,811.13
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 05/10/2028	05/08/2023 05/10/2023 1,650,000.00	1,649,083.50 0.00 0.00 1,649,083.50	9,350.00 0.00 14,850.00 5,500.00	0.00 0.00 0.00 5,500.00	5,500.00
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 721,417.68	816,966.55 0.00 95,656.73 721,309.82	149.80 749.00 132.26 731.46	0.00 0.00 0.00 731.46	731.46
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	05/10/2022 05/18/2022 1,065,000.00	1,064,944.62 0.00 0.00 1,064,944.62	569.78 2,848.88 569.78 2,848.88	0.00 0.00 0.00 2,848.88	2,848.88
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 3,000,000.00	2,906,255.64 0.00 0.00 2,906,255.64	20,167.67 0.00 29,065.16 8,897.49	0.00 0.00 0.00 8,897.49	8,897.49
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	1,319.00 0.00 4,616.50 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	8,513.08 0.00 12,769.63 4,256.55	0.00 0.00 0.00 4,256.55	4,256.55
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 339,955.78	426,363.98 0.00 86,443.28 339,920.70	23.45 117.26 18.70 112.51	0.00 0.00 0.00 112.51	112.51

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	20,310.00 0.00 27,080.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	8,207.57 0.00 12,853.36 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 1,460,000.00	1,458,145.80 0.00 0.00 1,458,145.80	6,618.67 0.00 10,755.33 4,136.66	0.00 0.00 0.00 4,136.66	4,136.66
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 2,500,000.00	2,441,975.00 0.00 0.00 2,441,975.00	8,958.33 0.00 15,208.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
24422EWR6	John Deere Capital Corp Note 4.75% Due 01/20/2028	01/23/2023 01/25/2023 2,450,000.00	2,487,705.50 0.00 0.00 2,487,705.50	55,601.39 61,743.40 3,555.90 9,697.91	0.00 0.00 0.00 9,697.91	9,697.91
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	7,467.02 0.00 20,644.10 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	34,500.00 0.00 44,083.33 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130AQF40	FHLB Note 1% Due 12/20/2024	12/21/2021 12/22/2021 4,300,000.00	4,297,205.00 0.00 0.00 4,297,205.00	1,313.89 0.00 4,897.22 3,583.33	0.00 0.00 0.00 3,583.33	3,583.33
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	6,313.02 0.00 9,057.81 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	1,205.55 0.00 3,788.89 2,583.34	0.00 0.00 0.00 2,583.34	2,583.34
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	8,249.06 0.00 10,213.13 1,964.07	0.00 0.00 0.00 1,964.07	1,964.07
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	4,725.00 0.00 7,350.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	12,006.94 0.00 16,746.52 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	33,144.58 34,287.50 4,571.67 5,714.59	0.00 0.00 0.00 5,714.59	5,714.59
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	05/16/2019 05/21/2019 845,407.94	933,536.19 0.00 55,170.54 878,365.65	528.17 2,640.87 496.96 2,609.66	0.00 0.00 0.00 2,609.66	2,609.66
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	1,586,425.78 0.00 0.00 1,586,425.78	3,316.25 3,316.25 3,316.25 3,316.25	0.00 0.00 0.00 3,316.25	3,316.25
3137BSRE5	FHLMC K059 A2 3.12% Due 09/25/2026	02/18/2022 02/24/2022 3,000,000.00	3,128,437.50 0.00 0.00 3,128,437.50	7,800.00 7,800.00 7,800.00 7,800.00	0.00 0.00 0.00 7,800.00	7,800.00
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	38,080.21 0.00 46,298.96 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	10,500.00 11,812.50 656.25 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	6,426.14 0.00 8,393.34 1,967.20	0.00 0.00 0.00 1,967.20	1,967.20
3137F4D41	FHLMC K074 A2 3.6% Due 01/25/2028	03/16/2023 03/21/2023 3,000,000.00	2,911,054.69 0.00 0.00 2,911,054.69	1,800.00 9,000.00 1,800.00 9,000.00	0.00 0.00 0.00 9,000.00	9,000.00
3137FBBX3	FHLMC K068 A2 3.244% Due 08/25/2027	11/02/2022 11/07/2022 2,650,000.00	2,482,408.20 0.00 0.00 2,482,408.20	7,163.83 7,163.83 7,163.83 7,163.83	0.00 0.00 0.00 7,163.83	7,163.83
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	07/20/2023 07/25/2023 4,690,000.00	0.00 4,471,072.27 0.00 4,471,072.27	0.00 (10,768.24) 13,460.30 2,692.06	0.00 0.00 0.00 2,692.06	2,692.06
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	Various Various 6,000,000.00	5,707,999.69 0.00 0.00 5,707,999.69	3,350.00 16,750.00 3,350.00 16,750.00	0.00 0.00 0.00 16,750.00	16,750.00
3137FG6X8	FHLMC K077 A2 3.85% Due 05/25/2028	Various Various 5,320,000.00	5,229,125.01 0.00 0.00 5,229,125.01	3,413.66 17,068.33 3,413.66 17,068.33	0.00 0.00 0.00 17,068.33	17,068.33
3137FGR31	FHLMC K078 A2 3.854% Due 06/25/2028	06/22/2023 06/27/2023 1,997,000.00	1,951,677.46 0.00 0.00 1,951,677.46	1,282.74 6,413.70 1,282.74 6,413.70	0.00 0.00 0.00 6,413.70	6,413.70
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 753,638.30	779,980.11 0.00 26,361.03 753,619.08	221.00 442.00 213.53 434.53	0.00 0.00 0.00 434.53	434.53

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 1,139,649.62	1,346,422.96 0.00 206,788.84 1,139,634.12	160.45 437.60 135.81 412.96	0.00 0.00 0.00 412.96	412.96
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 2,105,000.00	2,104,981.90 0.00 0.00 2,104,981.90	1,222.07 3,332.92 1,222.07 3,332.92	0.00 0.00 0.00 3,332.92	3,332.92
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 660,000.00	659,942.65 0.00 0.00 659,942.65	346.50 693.00 346.50 693.00	0.00 0.00 0.00 693.00	693.00
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	1,531.26 0.00 3,718.76 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 54,035.67	87,146.23 0.00 33,114.81 54,031.42	31.76 59.55 19.69 47.48	0.00 0.00 0.00 47.48	47.48
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 277,683.05	311,321.80 0.00 33,643.83 277,677.97	23.35 70.05 20.83 67.53	0.00 0.00 0.00 67.53	67.53
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 311,404.42	375,546.29 0.00 64,187.62 311,358.67	50.18 115.81 41.61 107.24	0.00 0.00 0.00 107.24	107.24
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 1,650,000.00	1,649,751.84 0.00 0.00 1,649,751.84	1,378.67 2,585.00 1,378.67 2,585.00	0.00 0.00 0.00 2,585.00	2,585.00
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 999,274.89	1,024,783.93 0.00 25,719.69 999,064.24	250.56 751.67 244.27 745.38	0.00 0.00 0.00 745.38	745.38

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 502,579.56	574,990.33 0.00 72,526.50 502,463.83	97.13 182.12 84.88 169.87	0.00 0.00 0.00 169.87	169.87
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 347,635.86	576,122.53 0.00 228,538.81 347,583.72	84.51 158.46 50.99 124.94	0.00 0.00 0.00 124.94	124.94
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 01/15/2025	01/11/2022 01/19/2022 1,193,104.95	1,204,973.37 0.00 11,894.79 1,193,078.58	621.24 1,164.83 615.11 1,158.70	0.00 0.00 0.00 1,158.70	1,158.70
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	03/09/2022 03/16/2022 1,350,000.00	1,349,948.03 0.00 0.00 1,349,948.03	1,332.00 2,497.50 1,332.00 2,497.50	0.00 0.00 0.00 2,497.50	2,497.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 719,970.15	793,050.54 0.00 73,156.12 719,894.42	133.95 251.16 121.59 238.80	0.00 0.00 0.00 238.80	238.80
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 713,825.84	729,837.06 0.00 16,170.55 713,666.51	240.09 450.17 234.77 444.85	0.00 0.00 0.00 444.85	444.85
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	11,027.19 0.00 15,686.56 4,659.37	0.00 0.00 0.00 4,659.37	4,659.37
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	5,512.51 0.00 8,137.51 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	3,992.42 0.00 5,728.25 1,735.83	0.00 0.00 0.00 1,735.83	1,735.83

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	2,262.57 0.00 4,525.13 2,262.56	0.00 0.00 0.00 2,262.56	2,262.56
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	336.99 0.00 1,600.73 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 1,010,000.00	1,009,776.59 0.00 0.00 1,009,776.59	1,041.42 1,952.67 1,041.42 1,952.67	0.00 0.00 0.00 1,952.67	1,952.67
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 51,922.31	68,333.78 0.00 16,419.38 51,914.40	15.49 29.05 11.77 25.33	0.00 0.00 0.00 25.33	25.33
47789KAC7	John Deere Owner Trust 2020-A A3 Due 08/15/2024	Various Various 0.00	14,521.42 0.00 14,521.42 0.00	7.08 13.24 0.00 6.16	0.00 0.00 0.00 6.16	6.16
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,066,842.13	1,116,237.66 0.00 49,490.69 1,066,746.97	258.00 483.75 246.56 472.31	0.00 0.00 0.00 472.31	472.31
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	02/22/2023 03/02/2023 1,880,000.00	1,879,657.46 0.00 0.00 1,879,657.46	4,186.13 7,849.00 4,186.13 7,849.00	0.00 0.00 0.00 7,849.00	7,849.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	12,496.00 13,632.00 1,136.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/06/2023 03/09/2023 2,090,000.00	2,087,972.70 0.00 0.00 2,087,972.70	31,698.33 0.00 40,188.96 8,490.63	0.00 0.00 0.00 8,490.63	8,490.63

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/08/2023 05/17/2023 1,975,000.00	1,975,392.25 0.00 0.00 1,975,392.25	9,776.25 0.00 16,441.88 6,665.63	0.00 0.00 0.00 6,665.63	6,665.63
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	6,371.70 0.00 8,158.16 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
59217GER6	Metlife Note 1.875% Due 01/11/2027	01/03/2022 01/11/2022 2,485,000.00	2,482,167.10 0.00 0.00 2,482,167.10	22,002.60 23,296.88 2,588.54 3,882.82	0.00 0.00 0.00 3,882.82	3,882.82
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 1,600,000.00	1,511,376.00 0.00 0.00 1,511,376.00	6,126.40 0.00 9,043.73 2,917.33	0.00 0.00 0.00 2,917.33	2,917.33
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 940,000.00	939,746.20 0.00 0.00 939,746.20	1,441.33 0.00 4,143.83 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
64952WEK5	New York Life Global Note 1.45% Due 01/14/2025	01/11/2022 01/14/2022 3,745,000.00	3,740,955.40 0.00 0.00 3,740,955.40	25,190.33 27,151.25 2,564.28 4,525.20	0.00 0.00 0.00 4,525.20	4,525.20
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 1,345,000.00	1,342,821.10 0.00 0.00 1,342,821.10	7,621.67 0.00 12,105.00 4,483.33	0.00 0.00 0.00 4,483.33	4,483.33
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 01/14/2026	12/06/2021 12/08/2021 1,870,000.00	1,820,388.90 0.00 0.00 1,820,388.90	6,939.78 7,480.00 706.44 1,246.66	0.00 0.00 0.00 1,246.66	1,246.66
66815L2J7	Northwestern Mutual Gbl Note 4% Due 07/01/2025	06/27/2022 07/01/2022 2,350,000.00	2,349,201.00 0.00 0.00 2,349,201.00	47,000.00 47,000.00 7,833.33 7,833.33	0.00 0.00 0.00 7,833.33	7,833.33

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 2,970,000.00	2,969,227.80 0.00 0.00 2,969,227.80	19,750.50 0.00 26,804.25 7,053.75	0.00 0.00 0.00 7,053.75	7,053.75
74153WCQ0	Prcoa Global Funding Note 1.15% Due 12/06/2024	12/01/2021 12/08/2021 1,975,000.00	1,972,965.75 0.00 0.00 1,972,965.75	1,577.26 0.00 3,469.97 1,892.71	0.00 0.00 0.00 1,892.71	1,892.71
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	Various Various 2,630,000.00	2,616,154.70 0.00 0.00 2,616,154.70	1,068.44 0.00 11,752.81 10,684.37	0.00 0.00 0.00 10,684.37	10,684.37
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 01/15/2028	Various Various 4,500,000.00	4,242,810.00 0.00 0.00 4,242,810.00	75,737.50 82,125.00 7,300.00 13,687.50	0.00 0.00 0.00 13,687.50	13,687.50
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	13,500.00 0.00 20,250.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 1,270,000.00	1,269,530.10 0.00 0.00 1,269,530.10	9,167.81 0.00 12,739.69 3,571.88	0.00 0.00 0.00 3,571.88	3,571.88
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 3,100,000.00	3,076,192.60 0.00 0.00 3,076,192.60	8,934.04 9,687.50 861.11 1,614.57	0.00 0.00 0.00 1,614.57	1,614.57
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 1,300,000.00	1,282,866.00 0.00 0.00 1,282,866.00	10,439.72 0.00 13,093.89 2,654.17	0.00 0.00 0.00 2,654.17	2,654.17
880591EZ1	Tennessee Valley Authority Note 3.875% Due 03/15/2028	05/04/2023 05/05/2023 3,500,000.00	3,548,755.00 0.00 0.00 3,548,755.00	34,282.99 0.00 45,585.07 11,302.08	0.00 0.00 0.00 11,302.08	11,302.08

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 03/10/2027	03/09/2022 03/11/2022 1,900,000.00	1,884,933.00 0.00 0.00 1,884,933.00	16,403.33 0.00 20,836.67 4,433.34	0.00 0.00 0.00 4,433.34	4,433.34
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,400,000.00	1,395,310.00 0.00 0.00 1,395,310.00	3,674.38 0.00 8,467.04 4,792.66	0.00 0.00 0.00 4,792.66	4,792.66
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	1,350.78 0.00 4,467.97 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 2,700,000.00	2,696,382.00 0.00 0.00 2,696,382.00	18,270.00 19,575.00 1,957.50 3,262.50	0.00 0.00 0.00 3,262.50	3,262.50
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 206,941.31	258,134.17 0.00 51,231.42 206,902.75	40.16 75.30 32.19 67.33	0.00 0.00 0.00 67.33	67.33
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 933,091.67	954,979.66 0.00 21,907.86 933,071.80	301.36 565.04 294.44 558.12	0.00 0.00 0.00 558.12	558.12
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 02/20/2025	02/23/2022 02/28/2022 2,565,000.00	2,564,596.27 0.00 0.00 2,564,596.27	1,536.15 4,189.50 1,536.15 4,189.50	0.00 0.00 0.00 4,189.50	4,189.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 1,017,443.22	1,139,799.66 0.00 122,545.27 1,017,254.39	131.73 247.00 117.57 232.84	0.00 0.00 0.00 232.84	232.84
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	37,765.56 42,486.25 2,360.35 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	15,163.04 0.00 22,744.57 7,581.53	0.00 0.00 0.00 7,581.53	7,581.53
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	51,657.46 0.00 63,432.32 11,774.86	0.00 0.00 0.00 11,774.86	11,774.86
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	44,613.26 0.00 54,782.46 10,169.20	0.00 0.00 0.00 10,169.20	10,169.20
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 3,150,000.00	4,833,281.25 0.00 1,655,800.79 3,177,480.46	16,173.92 7,711.96 15,921.19 7,459.23	0.00 0.00 0.00 7,459.23	7,459.23
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	266.30 0.00 8,521.74 8,255.44	0.00 0.00 0.00 8,255.44	8,255.44
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	26,321.33 0.00 32,955.16 6,633.83	0.00 0.00 0.00 6,633.83	6,633.83
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	6,256.91 7,500.00 40.76 1,283.85	0.00 0.00 0.00 1,283.85	1,283.85
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	2,010.93 0.00 2,688.52 677.59	0.00 0.00 0.00 677.59	677.59
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	2,527.17 0.00 3,790.76 1,263.59	0.00 0.00 0.00 1,263.59	1,263.59

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	1,206.97 0.00 2,413.93 1,206.96	0.00 0.00 0.00 1,206.96	1,206.96
91282CBR1	US Treasury Note Due 03/15/2024	03/30/2021 03/31/2021 0.00	648,425.78 0.00 648,425.78 0.00	476.90 582.88 0.00 105.98	0.00 0.00 0.00 105.98	105.98
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	3,935.67 0.00 4,927.58 991.91	0.00 0.00 0.00 991.91	991.91
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	6,884.29 0.00 9,204.00 2,319.71	0.00 0.00 0.00 2,319.71	2,319.71
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	3,100,987.50 0.00 0.00 3,100,987.50	5,913.59 0.00 8,870.38 2,956.79	0.00 0.00 0.00 2,956.79	2,956.79
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 7,000,000.00	6,823,085.94 0.00 0.00 6,823,085.94	35,951.09 0.00 46,270.38 10,319.29	0.00 0.00 0.00 10,319.29	10,319.29
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/09/2022 06/10/2022 2,400,000.00	2,351,156.25 0.00 0.00 2,351,156.25	5,336.07 0.00 10,672.13 5,336.06	0.00 0.00 0.00 5,336.06	5,336.06
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 6,650,000.00	6,690,380.86 0.00 0.00 6,690,380.86	587.30 0.00 18,793.48 18,206.18	0.00 0.00 0.00 18,206.18	18,206.18
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 1,300,000.00	1,277,960.94 0.00 0.00 1,277,960.94	14,912.29 17,875.00 97.15 3,059.86	0.00 0.00 0.00 3,059.86	3,059.86

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 3,450,000.00	3,399,517.58 0.00 0.00 3,399,517.58	36,035.16 0.00 45,117.19 9,082.03	0.00 0.00 0.00 9,082.03	9,082.03
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	Various Various 2,800,000.00	2,770,000.01 0.00 0.00 2,770,000.01	29,032.78 0.00 38,815.57 9,782.79	0.00 0.00 0.00 9,782.79	9,782.79
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	Various Various 4,600,000.00	4,628,085.94 0.00 0.00 4,628,085.94	15,097.68 0.00 30,195.35 15,097.67	0.00 0.00 0.00 15,097.67	15,097.67
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	Various Various 7,000,000.00	7,028,945.31 0.00 0.00 7,028,945.31	737.10 0.00 23,586.95 22,849.85	0.00 0.00 0.00 22,849.85	22,849.85
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/16/2023 02/17/2023 7,000,000.00	6,828,007.81 0.00 0.00 6,828,007.81	102,196.13 122,500.00 665.76 20,969.63	0.00 0.00 0.00 20,969.63	20,969.63
91282CGP0	US Treasury Note 4% Due 02/29/2028	02/23/2023 02/28/2023 7,000,000.00	6,949,960.94 0.00 0.00 6,949,960.94	93,586.96 0.00 117,173.91 23,586.95	0.00 0.00 0.00 23,586.95	23,586.95
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	06/14/2023 06/20/2023 7,000,000.00	6,884,335.94 0.00 0.00 6,884,335.94	21,492.49 0.00 42,984.97 21,492.48	0.00 0.00 0.00 21,492.48	21,492.48
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	1,182.90 0.00 1,954.36 771.46	0.00 0.00 0.00 771.46	771.46
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 1,365,000.00	1,365,638.40 0.00 0.00 1,365,638.40	6,453.41 0.00 10,662.16 4,208.75	0.00 0.00 0.00 4,208.75	4,208.75

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 02/15/2028	02/16/2023 02/21/2023 1,500,000.00	1,532,220.00 0.00 0.00 1,532,220.00	29,750.00 0.00 36,312.50 6,562.50	0.00 0.00 0.00 6,562.50	6,562.50
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 197,389.12	311,288.95 0.00 113,941.29 197,347.66	44.71 121.95 28.35 105.59	0.00 0.00 0.00 105.59	105.59
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 07/20/2027	08/02/2022 08/11/2022 1,150,000.00	1,149,949.40 0.00 0.00 1,149,949.40	1,307.17 3,565.00 1,307.17 3,565.00	0.00 0.00 0.00 3,565.00	3,565.00
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	783,516.35 0.00 0.00 783,516.35	2,381.17 0.00 3,068.04 686.87	0.00 0.00 0.00 686.87	686.87
			346,161,392.88	1,389,615.31	0.00	
			4,471,072.27	639,641.47	0.00	
			3,723,657.04	1,360,882.56	0.00	
Total Fixed Income		347,936,213.47	346,908,808.11	610,908.72	610,908.72	610,908.72
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 764,928.42	900,416.86 49,940,760.20 50,076,248.64 764,928.42	0.00 116,776.83 0.00 116,776.83	0.00 0.00 0.00 116,776.83	116,776.83
912796CQ0	US Treasury Bill 5.085% Due 09/14/2023	06/15/2023 06/16/2023 21,500,000.00	21,226,681.25 0.00 0.00 21,226,681.25	45,553.13 0.00 139,696.25 94,143.12	0.00 0.00 0.00 94,143.12	94,143.12
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	Various 07/20/2023 50,750,000.00	0.00 50,076,248.64 0.00 50,076,248.64	0.00 0.00 88,846.33 88,846.33	0.00 0.00 0.00 88,846.33	88,846.33

City of Corona Consolidated

Account #10003

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	06/15/2023 06/16/2023 30,000,000.00	29,225,923.33 0.00 0.00 29,225,923.33	64,150.00 0.00 196,726.67 132,576.67	0.00 0.00 0.00 132,576.67	132,576.67
912797FY8	US Treasury Bill Due 07/18/2023	Various Various 0.00	49,701,088.05 0.00 49,701,088.05 0.00	180,884.73 298,911.95 0.00 118,027.22	0.00 0.00 0.00 118,027.22	118,027.22
912797GG6	US Treasury Bill 5.017% Due 08/15/2023	05/16/2023 05/17/2023 20,000,000.00	19,749,150.00 0.00 0.00 19,749,150.00	125,425.00 0.00 211,828.89 86,403.89	0.00 0.00 0.00 86,403.89	86,403.89
			120,803,259.49	416,012.86	0.00	
			100,017,008.84	415,688.78	0.00	
			99,777,336.69	637,098.14	0.00	
Total Cash & Equivalent		123,014,928.42	121,042,931.64	636,774.06	636,774.06	636,774.06
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	01/15/2022 01/15/2022 49,776,879.61	46,959,460.36 20,017,419.25 17,200,000.00 49,776,879.61	672,852.33 717,419.25 123,659.40 168,226.32	0.00 0.00 0.00 168,226.32	168,226.32
			46,959,460.36	672,852.33	0.00	
			20,017,419.25	717,419.25	0.00	
			17,200,000.00	123,659.40	0.00	
Total Local Agency Investment Fund		49,776,879.61	49,776,879.61	168,226.32	168,226.32	168,226.32
			513,924,112.73	2,478,480.50	0.00	
			124,505,500.36	1,772,749.50	0.00	
			120,700,993.73	2,121,640.10	0.00	
TOTAL PORTFOLIO		520,728,021.50	517,728,619.36	1,415,909.10	1,415,909.10	1,415,909.10

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	244,304.52	143.61	244,448.13
08/12/2023	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2023	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2023	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
08/15/2023	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2023	Maturity	912797GG6	20,000,000.00	US Treasury Bill 5.017% Due 8/15/2023	19,749,150.00	250,850.00	20,000,000.00
08/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	131,888.16	1,153.33	133,041.49
08/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
08/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,600.84	440.19	40,041.03
08/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
08/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,849.09	552.08	49,401.17
08/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
08/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,718.14	159.15	71,877.29
08/15/2023	Paydown	44891VAC5	347,635.86	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	173,809.96	95.60	173,905.56
08/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,891.78	227.99	72,119.77
08/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,645.25	22.07	8,667.32

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,295.67	462.30	53,757.97
08/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,035.80	220.45	127,256.25
08/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,446.36	7,849.00	40,295.36
08/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,486.08	36.92	4,523.00
08/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
08/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,877.10	60.36	11,937.46
08/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,598.46	427.06	38,025.52
08/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
08/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,815.10	96.02	77,911.12
08/19/2023	Paydown	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/19/2023	Paydown	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
08/19/2023	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,846.65	370.39	190,217.04
08/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
08/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,352.33	77.31	10,429.64
08/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
08/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,681.03	62.48	34,743.51
08/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,483.06	732.80	53,215.86
08/25/2023	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2023	Interest	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	1,766.74	1,766.74
08/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	82,483.67	17,068.34	99,552.01
08/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,533.27	9,000.00	59,533.27
08/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
08/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
08/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
08/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	88,802.82	661.30	89,464.12
08/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,958.30	93.49	68,051.79
08/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
08/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
08/31/2023	Interest	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	53,906.25	53,906.25
08/31/2023	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2023	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2023	Interest	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	0.00	140,000.00	140,000.00
AUG 2023					21,461,553.44	863,054.37	22,324,607.81
09/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	502,592.68	295.44	502,888.12
09/03/2023	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
09/09/2023	Interest	57636QAW4	2,090,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	50,943.75	50,943.75
09/10/2023	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
09/13/2023	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2023	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/14/2023	Maturity	912796CQ0	21,500,000.00	US Treasury Bill 5.085% Due 9/14/2023	21,226,681.25	273,318.75	21,500,000.00
09/15/2023	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
09/15/2023	Interest	880591EZ1	3,500,000.00	Tennessee Valley Authority Note 3.875% Due 3/15/2028	0.00	62,161.46	62,161.46
09/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,834.75	56.89	11,891.64
09/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,489.14	33.86	4,523.00
09/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,744.44	136.44	71,880.88
09/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,581.82	7,713.54	40,295.36
09/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,877.99	523.18	49,401.17
09/15/2023	Paydown	44891VAC5	347,635.86	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	173,825.90	47.80	173,873.70
09/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,607.44	415.77	40,023.21
09/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
09/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
09/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,057.42	1,025.84	133,083.26
09/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
09/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,915.15	205.22	72,120.37
09/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,648.64	18.39	8,667.03
09/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,300.56	439.20	53,739.76
09/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,077.09	192.92	127,270.01
09/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,607.22	405.76	38,012.98
09/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,073.04	693.00	30,766.04
09/17/2023	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,839.10	72.02	77,911.12
09/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
09/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,884.62	308.69	190,193.31

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	259,114.70	3,332.92	262,447.62
09/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,356.38	73.26	10,429.64
09/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
09/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,689.41	54.68	34,744.09
09/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,495.31	694.31	53,189.62
09/23/2023	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2023	Interest	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	289.54	289.54
09/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
09/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
09/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	82,786.11	16,803.70	99,589.81
09/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,192.07	579.90	89,771.97
09/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
09/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,974.72	74.80	68,049.52
09/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
09/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
09/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
09/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,711.40	8,848.40	59,559.80

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
09/30/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
09/30/2023	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
09/30/2023	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
SEP 2023					23,487,958.35	773,475.07	24,261,433.42
10/01/2023	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	98,510.74	57.91	98,568.65
10/07/2023	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
10/14/2023	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
10/15/2023	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,652.02	14.72	8,666.74
10/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,305.44	416.11	53,721.55
10/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
10/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,492.21	30.79	4,523.00
10/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,226.89	898.19	133,125.08
10/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
10/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,614.04	391.35	40,005.39

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,465.57	1,952.67	43,418.24
10/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,791.96	53.44	11,845.40
10/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,118.39	165.39	127,283.78
10/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,117.15	2,585.00	81,702.15
10/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,906.91	494.26	49,401.17
10/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,770.75	113.72	71,884.47
10/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,938.52	182.45	72,120.97
10/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,717.85	7,577.51	40,295.36
10/16/2023	Dividend	90LAIF\$00	1,358,821,979.16	Local Agency Investment Fund State Pool	0.00	123,132.31	123,132.31
10/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,204.87	661.42	30,866.29
10/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,616.00	384.45	38,000.45
10/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,863.10	48.02	77,911.12
10/19/2023	Maturity	912797FB8	50,750,000.00	US Treasury Bill 5.252% Due 10/19/2023	50,076,248.64	673,751.36	50,750,000.00
10/20/2023	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,922.60	246.97	190,169.57
10/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	260,250.50	2,922.65	263,173.15
10/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,360.44	69.20	10,429.64

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
10/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
10/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,697.80	46.87	34,744.67
10/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,507.55	655.82	53,163.37
10/22/2023	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2023	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/23/2023	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
10/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
10/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	112,900.38	2,848.88	115,749.26
10/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,890.15	8,696.27	59,586.42
10/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
10/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
10/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
10/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,583.03	498.14	90,081.17
10/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,991.15	56.11	68,047.26
10/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,089.66	16,538.09	99,627.75
10/28/2023	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/28/2023	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
10/31/2023	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2023	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2023	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
10/31/2023	Interest	912828X70	3,150,000.00	US Treasury Note 2% Due 4/30/2024	0.00	31,500.00	31,500.00
OCT 2023					51,995,754.31	1,294,297.54	53,290,051.85
11/01/2023	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/01/2023	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/07/2023	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2023	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/10/2023	Interest	037833ET3	1,650,000.00	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	0.00	33,000.00	33,000.00
11/10/2023	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
11/12/2023	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/13/2023	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2023	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50
11/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,797.06	90.99	71,888.05
11/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
11/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,463.94	2,461.05	81,924.99
11/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,655.41	11.04	8,666.45
11/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,310.32	393.01	53,703.33
11/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,159.70	137.85	127,297.55
11/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,495.28	27.72	4,523.00
11/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,620.64	366.92	39,987.56
11/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,518.79	1,872.50	43,391.29
11/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,854.45	7,440.91	40,295.36
11/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,748.72	50.00	11,798.72
11/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,396.58	770.37	133,166.95
11/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,680.76	2,497.50	69,178.26
11/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,961.90	159.67	72,121.57

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,935.85	465.32	49,401.17
11/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,624.78	363.13	37,987.91
11/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,337.26	629.71	30,966.97
11/17/2023	Interest	58933YBH7	1,975,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	39,993.75	39,993.75
11/18/2023	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
11/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,887.10	24.02	77,911.12
11/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
11/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,187.63	4,189.50	323,377.13
11/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,364.50	65.14	10,429.64
11/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,960.58	185.25	190,145.83
11/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	261,391.26	2,510.59	263,901.85
11/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,706.19	39.06	34,745.25
11/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,519.80	617.31	53,137.11
11/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
11/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,069.54	8,543.60	59,613.14
11/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	106,757.51	2,546.87	109,304.38
11/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
11/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,975.70	416.02	90,391.72
11/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	68,007.58	37.41	68,044.99
11/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
11/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
11/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,394.33	16,271.51	99,665.84
11/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
11/30/2023	Interest	91282CHE4	7,000,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	126,875.00	126,875.00
11/30/2023	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
11/30/2023	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
11/30/2023	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
NOV 2023					2,203,783.16	700,173.18	2,903,956.34
12/01/2023	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/06/2023	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
12/08/2023	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
12/10/2023	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/14/2023	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/14/2023	Maturity	912797FU6	30,000,000.00	US Treasury Bill 5.132% Due 12/14/2023	29,225,923.33	774,076.67	30,000,000.00
12/15/2023	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
12/15/2023	Interest	74340XCG4	2,630,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	59,476.36	59,476.36
12/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,991.62	7,303.74	40,295.36
12/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,498.35	24.65	4,523.00
12/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,812.26	2,336.56	82,148.82
12/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,705.04	46.58	11,751.62
12/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,201.04	110.29	127,311.33
12/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
12/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,823.38	68.26	71,891.64
12/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,985.29	136.88	72,122.17
12/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,658.80	7.36	8,666.16
12/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,315.21	369.91	53,685.12
12/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,566.49	642.38	133,208.87
12/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,766.33	2,374.14	69,140.47
12/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,627.24	342.49	39,969.73

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,572.07	1,792.23	43,364.30
12/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,964.80	436.37	49,401.17
12/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,633.56	341.81	37,975.37
12/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,470.24	597.85	31,068.09
12/17/2023	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2023	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/19/2023	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/20/2023	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
12/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
12/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,597.25	3,668.16	323,265.41
12/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,998.58	123.51	190,122.09
12/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	262,537.02	2,096.72	264,633.74
12/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,368.56	61.08	10,429.64
12/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,714.57	31.25	34,745.82
12/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,532.05	578.80	53,110.85
12/23/2023	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,700.10	16,003.96	99,704.06
12/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100,602.77	2,261.29	102,864.06
12/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
12/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,370.10	333.54	90,703.64
12/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	68,024.01	18.71	68,042.72
12/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,249.56	8,390.39	59,639.95
12/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
12/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
12/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
12/31/2023	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
12/31/2023	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
12/31/2023	Interest	91282CGC9	7,000,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	135,625.00	135,625.00
DEC 2023					31,349,209.62	1,488,180.37	32,837,389.99
01/01/2024	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Glbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
01/07/2024	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/11/2024	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/13/2024	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
01/14/2024	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
01/14/2024	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
01/15/2024	Interest	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	82,125.00	82,125.00
01/15/2024	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
01/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,660.92	43.16	11,704.08
01/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,242.38	82.73	127,325.11
01/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,501.42	21.58	4,523.00
01/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,320.10	346.80	53,666.90
01/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,633.85	318.05	39,951.90
01/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,129.36	7,166.00	40,295.36
01/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
01/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,162.10	2,211.52	82,373.62
01/15/2024	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,849.72	45.51	71,895.23
01/15/2024	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,662.19	3.68	8,665.87
01/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,993.77	407.40	49,401.17
01/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,736.61	514.24	133,250.85

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,852.02	2,250.62	69,102.64
01/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,008.68	114.09	72,122.77
01/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,625.42	1,711.86	43,337.28
01/16/2024	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,603.80	565.86	31,169.66
01/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,642.34	320.48	37,962.82
01/20/2024	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	58,187.50	58,187.50
01/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	65,984.99	3,565.00	69,549.99
01/20/2024	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	190,036.58	61.76	190,098.34
01/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,007.41	3,146.15	323,153.56
01/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,372.62	57.02	10,429.64
01/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	263,687.81	1,681.04	265,368.85
01/21/2024	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2024	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,722.96	23.44	34,746.40
01/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,544.32	540.27	53,084.59
01/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,430.21	8,236.64	59,666.85
01/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
01/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
01/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	94,436.14	1,992.18	96,428.32
01/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,766.22	250.70	91,016.92
01/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
01/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,007.00	15,735.42	99,742.42
01/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
01/31/2024	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
01/31/2024	Interest	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	17,875.00	17,875.00
01/31/2024	Interest	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	122,500.00	122,500.00
JAN 2024					2,118,620.94	638,724.80	2,757,345.74
02/12/2024	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2024	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
02/15/2024	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2024	Maturity	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	68,750.00	5,068,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,906.96	385.93	133,292.89
02/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,032.08	91.29	72,123.37
02/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,640.46	293.61	39,934.07
02/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,022.76	378.41	49,401.17
02/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
02/15/2024	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,876.07	22.76	71,898.83
02/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,937.80	2,126.95	69,064.75
02/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,678.84	1,631.38	43,310.22
02/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,504.50	18.50	4,523.00
02/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,513.48	2,085.93	82,599.41
02/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,324.99	323.70	53,648.69
02/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,283.72	55.17	127,338.89
02/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,267.67	7,027.69	40,295.36
02/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,616.35	39.76	11,656.11
02/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,737.94	533.73	31,271.67
02/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,651.13	299.15	37,950.28
02/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,189.54	3,360.45	69,549.99

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,418.08	2,623.47	323,041.55
02/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	264,843.64	1,263.53	266,107.17
02/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,376.68	52.96	10,429.64
02/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,556.58	501.74	53,058.32
02/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,731.35	15.63	34,746.98
02/25/2024	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
02/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
02/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,315.03	15,465.90	99,780.93
02/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
02/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
02/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,611.50	8,082.35	59,693.85
02/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	88,257.61	1,739.56	89,997.17
02/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
02/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,164.08	167.50	91,331.58
02/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/29/2024	Interest	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	53,906.25	53,906.25

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/29/2024	Interest	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	0.00	140,000.00	140,000.00
02/29/2024	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
02/29/2024	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
FEB 2024					6,917,458.84	579,067.89	7,496,526.73
03/03/2024	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
03/09/2024	Interest	57636QAW4	2,090,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	50,943.75	50,943.75
03/10/2024	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
03/13/2024	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2024	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2024	Interest	880591EZ1	3,500,000.00	Tennessee Valley Authority Note 3.875% Due 3/15/2028	0.00	67,812.50	67,812.50
03/15/2024	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
03/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
03/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,647.07	269.16	39,916.23
03/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,051.77	349.40	49,401.17
03/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,325.09	27.59	127,352.68
03/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,507.58	15.42	4,523.00
03/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,077.52	257.45	133,334.97

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,023.71	2,003.11	69,026.82
03/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,055.50	68.47	72,123.97
03/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,732.33	1,550.80	43,283.13
03/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,329.88	300.59	53,630.47
03/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,406.56	6,888.80	40,295.36
03/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,866.40	1,959.79	82,826.19
03/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,571.33	36.37	11,607.70
03/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,659.91	277.82	37,937.73
03/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,872.68	501.45	31,374.13
03/17/2024	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,829.29	2,100.12	322,929.41
03/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,394.73	3,155.26	69,549.99
03/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	266,004.54	844.19	266,848.73
03/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,380.75	48.89	10,429.64
03/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,568.84	463.20	53,032.04
03/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,739.74	7.82	34,747.56
03/23/2024	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
03/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
03/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,624.19	15,195.38	99,819.57
03/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,563.68	83.93	91,647.61
03/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	82,067.15	1,503.47	83,570.62
03/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
03/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,793.44	7,927.51	59,720.95
03/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
03/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
03/31/2024	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
03/31/2024	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
03/31/2024	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
MAR 2024					1,843,093.68	490,669.33	2,333,763.01
04/01/2024	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/07/2024	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
04/14/2024	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
04/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,220.86	1,833.10	83,053.96
04/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,080.79	320.38	49,401.17
04/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,109.72	1,879.12	68,988.84
04/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,785.88	1,470.12	43,256.00
04/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,546.04	6,749.32	40,295.36
04/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,525.85	33.00	11,558.85
04/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,510.66	12.34	4,523.00
04/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,248.31	128.81	133,377.12
04/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,078.91	45.66	72,124.57
04/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,653.68	244.71	39,898.39
04/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,334.77	277.48	53,612.25
04/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,668.69	256.48	37,925.17
04/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,008.00	469.04	31,477.04
04/20/2024	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,384.81	44.83	10,429.64

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	267,170.53	423.02	267,593.55
04/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	321,241.02	1,576.10	322,817.12
04/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,600.55	2,949.44	69,549.99
04/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,581.10	424.65	53,005.75
04/22/2024	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2024	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/23/2024	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
04/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
04/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
04/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,934.48	14,923.88	99,858.36
04/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	75,864.74	1,283.94	77,148.68
04/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
04/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
04/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
04/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,976.01	7,772.13	59,748.14
04/28/2024	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/28/2024	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
04/30/2024	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
04/30/2024	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
04/30/2024	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2024	Maturity	912828X70	3,150,000.00	US Treasury Note 2% Due 4/30/2024	3,150,000.00	31,500.00	3,181,500.00
APR 2024					4,736,525.40	481,673.02	5,218,198.42
05/01/2024	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2024	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/07/2024	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2024	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/10/2024	Interest	037833ET3	1,650,000.00	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	0.00	33,000.00	33,000.00
05/10/2024	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
05/12/2024	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/13/2024	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00
05/15/2024	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2024	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,195.85	1,754.96	68,950.81
05/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,102.34	22.83	72,125.17
05/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,839.51	1,389.33	43,228.84
05/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,686.09	6,609.27	40,295.36
05/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
05/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,576.88	1,705.86	83,282.74
05/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,109.83	291.34	49,401.17
05/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,660.28	220.26	39,880.54
05/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,479.91	29.64	11,509.55
05/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,513.74	9.26	4,523.00
05/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,339.65	254.37	53,594.02
05/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,143.92	436.48	31,580.40
05/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,677.49	235.13	37,912.62
05/17/2024	Interest	58933YBH7	1,975,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	39,993.75	39,993.75
05/18/2024	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
05/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	321,653.27	1,051.41	322,704.68

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,388.88	40.76	10,429.64
05/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,807.02	2,742.97	69,549.99
05/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,593.37	386.09	52,979.46
05/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
05/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
05/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
05/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,159.23	7,616.20	59,775.43
05/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
05/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
05/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,245.89	14,651.39	99,897.28
05/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	69,650.37	1,081.00	70,731.37
05/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/31/2024	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
05/31/2024	Interest	91282CHE4	7,000,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	126,875.00	126,875.00
05/31/2024	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
05/31/2024	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
MAY 2024					1,181,823.52	683,952.76	1,865,776.28

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2024	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/06/2024	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
06/08/2024	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
06/10/2024	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2024	Maturity	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	79,062.51	5,579,062.51
06/15/2024	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
06/15/2024	Interest	74340XCG4	2,630,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	64,106.25	64,106.25
06/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,138.89	262.28	49,401.17
06/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,666.90	195.80	39,862.70
06/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
06/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,282.09	1,630.65	68,912.74
06/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,893.21	1,308.44	43,201.65
06/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,826.73	6,468.63	40,295.36
06/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,433.51	26.29	11,459.80
06/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,516.82	6.18	4,523.00
06/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,934.46	1,578.05	83,512.51
06/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,344.54	231.26	53,575.80

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,686.28	213.78	37,900.06
06/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,280.43	403.78	31,684.21
06/17/2024	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2024	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/19/2024	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/20/2024	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
06/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,392.95	36.69	10,429.64
06/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	322,066.06	526.04	322,592.10
06/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	67,014.12	2,535.87	69,549.99
06/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,605.65	347.52	52,953.17
06/23/2024	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	63,424.00	894.69	64,318.69
06/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
06/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
06/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
06/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,343.08	7,459.73	59,802.81
06/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
06/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,558.47	14,377.89	99,936.36
06/30/2024	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
06/30/2024	Interest	91282CGC9	7,000,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	135,625.00	135,625.00
06/30/2024	Maturity	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	4,900,000.00	49,000.00	4,949,000.00
JUN 2024					11,505,408.19	703,173.25	12,208,581.44
07/01/2024	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
07/07/2024	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/11/2024	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
07/13/2024	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
07/14/2024	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
07/14/2024	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/15/2024	Interest	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	82,125.00	82,125.00
07/15/2024	Maturity	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	9,687.51	3,109,687.51
07/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,386.65	22.95	11,409.60
07/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	82,293.60	1,449.69	83,743.29

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,519.91	3.09	4,523.00
07/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,368.43	1,506.18	68,874.61
07/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,946.97	1,227.45	43,174.42
07/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,349.43	208.14	53,557.57
07/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
07/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,673.51	171.34	39,844.85
07/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,167.96	233.21	49,401.17
07/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,967.96	6,327.40	40,295.36
07/16/2024	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,417.55	370.93	31,788.48
07/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,695.07	192.42	37,887.49
07/20/2024	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	58,187.50	58,187.50
07/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	67,221.86	2,328.13	69,549.99
07/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,397.02	32.62	10,429.64
07/21/2024	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2024	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,617.92	308.94	52,926.86

City of Corona Consolidated

Account #10003

Cash Flow Report

As of July 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,527.59	7,302.70	59,830.29
07/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
07/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
07/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	57,185.62	725.03	57,910.65
07/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
07/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
07/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,872.18	14,103.39	99,975.57
07/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
JUL 2024					3,878,609.23	475,950.21	4,354,559.44
TOTAL					162,679,798.68	9,172,391.79	171,852,190.47

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	49,776,879.61	Various 3.44%	49,776,879.61 49,776,879.61	1.00 3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	267,705.27	07/18/2023 4.89%	267,705.27 267,705.27	1.00 4.89%	267,705.27 0.00	0.05% 0.00	Aaa AAA	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	497,223.15	Various 4.89%	497,223.15 497,223.15	1.00 4.89%	497,223.15 0.00	0.10% 0.00	Aaa AAA	0.00 0.00
912797GG6	US Treasury Bill 5.017% Due 8/15/2023	20,000,000.00	05/16/2023 5.15%	19,749,150.00 19,749,150.00	98.75 5.15%	19,749,150.00 211,828.89	3.97% 0.00	P-1 A-1+	0.04 0.04
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	845,407.94	05/16/2019 2.57%	878,365.65 878,365.65	99.46 5.59%	840,817.37 496.96	0.17% (37,548.28)	Aaa NR	0.07 0.15
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	347,635.86	06/08/2021 0.34%	347,583.72 347,583.72	99.70 4.84%	346,595.73 50.99	0.07% (987.99)	Aaa AAA	0.08 0.07
912796CQ0	US Treasury Bill 5.085% Due 9/14/2023	21,500,000.00	06/15/2023 5.22%	21,226,681.25 21,226,681.25	98.73 5.22%	21,226,681.25 139,696.25	4.25% 0.00	P-1 A-1+	0.12 0.12
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	311,404.42	09/22/2020 0.38%	311,358.67 311,358.67	98.79 5.87%	307,644.84 41.61	0.06% (3,713.83)	NR AAA	0.18 0.22
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	50,750,000.00	Various 5.40%	50,076,248.64 50,076,248.64	98.67 5.40%	50,076,248.64 88,846.33	9.98% 0.00	P-1 A-1+	0.22 0.21
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	339,955.78	09/08/2021 0.34%	339,920.70 339,920.70	99.03 5.61%	336,657.19 18.70	0.07% (3,263.51)	Aaa NR	0.24 0.18
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	51,922.31	07/14/2020 0.52%	51,914.40 51,914.40	99.44 5.09%	51,633.62 11.77	0.01% (280.78)	Aaa NR	0.25 0.12
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	1,139,649.62	08/10/2021 0.39%	1,139,634.12 1,139,634.12	98.86 5.68%	1,126,659.89 135.81	0.22% (12,974.23)	NR AAA	0.27 0.21
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	502,579.56	10/20/2020 0.39%	502,463.83 502,463.83	98.35 5.91%	494,304.59 84.88	0.10% (8,159.24)	NR AAA	0.29 0.30
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	1,017,443.22	02/02/2021 0.27%	1,017,254.39 1,017,254.39	98.04 5.69%	997,455.56 117.57	0.20% (19,798.83)	Aaa NR	0.33 0.36
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	277,683.05	02/17/2021 0.27%	277,677.97 277,677.97	97.95 5.74%	271,980.83 20.83	0.05% (5,697.14)	Aaa NR	0.35 0.37

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	721,417.68	01/11/2022 1.11%	721,309.82 721,309.82	98.49 5.71%	710,556.02 132.26	0.14% (10,753.80)	NR AAA	0.36 0.32
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	30,000,000.00	06/15/2023 5.34%	29,225,923.33 29,225,923.33	97.42 5.34%	29,225,923.33 196,726.67	5.85% 0.00	P-1 A-1+	0.37 0.36
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,193,104.95	01/11/2022 1.16%	1,193,078.58 1,193,078.58	98.57 5.74%	1,176,013.72 615.11	0.23% (17,064.86)	Aaa AAA	0.38 0.31
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	719,970.15	04/20/2021 0.38%	719,894.42 719,894.42	97.55 5.94%	702,338.81 121.59	0.14% (17,555.61)	NR AAA	0.42 0.44
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	98.41 5.79%	2,071,437.88 1,222.07	0.41% (33,544.02)	Aaa NR	0.44 0.41
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	54,035.67	05/18/2020 0.83%	54,031.42 54,031.42	99.66 5.55%	53,851.78 19.69	0.01% (179.64)	Aaa AAA	0.50 0.07
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	98.59 5.43%	4,929,295.00 63,432.32	0.99% (192,501.88)	Aaa AA+	0.55 0.52
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	98.13 5.93%	2,516,996.03 1,536.15	0.50% (47,600.24)	NR AAA	0.60 0.47
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.48 5.62%	1,038,200.34 569.78	0.21% (26,744.28)	Aaa AAA	0.70 1.06
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	206,941.31	10/06/2020 0.36%	206,902.75 206,902.75	99.10 5.75%	205,083.82 32.19	0.04% (1,818.93)	NR AAA	0.74 0.16
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	713,825.84	11/09/2021 0.75%	713,666.51 713,666.51	96.37 5.85%	687,898.26 234.77	0.14% (25,768.25)	NR AAA	0.75 0.71
912828X70	US Treasury Note 2% Due 4/30/2024	3,150,000.00	Various 1.79%	3,177,480.46 3,177,480.46	97.53 5.40%	3,072,235.95 15,921.19	0.61% (105,244.51)	Aaa AA+	0.75 0.73
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	933,091.67	11/09/2021 0.71%	933,071.80 933,071.80	96.19 5.87%	897,526.88 294.44	0.18% (35,544.92)	NR AAA	0.79 0.74
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	197,389.12	08/04/2020 0.48%	197,347.66 197,347.66	99.47 5.13%	196,349.08 28.35	0.04% (998.58)	Aaa NR	0.81 0.11
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	999,274.89	11/16/2021 0.89%	999,064.24 999,064.24	96.34 5.78%	962,658.46 244.27	0.19% (36,405.78)	Aaa NR	0.81 0.75

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,066,842.13	07/13/2021 0.52%	1,066,746.97 1,066,746.97	96.03 6.04%	1,024,505.57 246.56	0.20% (42,241.40)	Aaa NR	0.83 0.72
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	753,638.30	10/13/2021 0.68%	753,619.08 753,619.08	95.88 5.90%	722,613.27 213.53	0.14% (31,005.81)	Aaa AAA	0.84 0.79
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.83 5.46%	5,380,754.51 20,644.10	1.07% (359,245.89)	Aaa AA+	0.87 0.84
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	96.98 5.42%	4,752,044.50 8,521.74	0.95% (190,209.41)	Aaa AA+	0.92 0.89
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	95.53 5.49%	2,961,547.80 861.11	0.59% (114,644.80)	A2 A+	0.96 0.93
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	95.78 5.92%	632,146.03 346.50	0.13% (27,796.62)	NR AAA	0.98 0.91
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.90 5.78%	1,582,358.27 1,378.67	0.32% (67,393.57)	Aaa AAA	1.01 1.06
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.96 5.41%	4,848,240.00 54,782.46	0.98% (291,994.38)	Aaa AA+	1.04 1.00
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	96.42 5.58%	1,301,609.26 1,332.00	0.26% (48,338.77)	NR AAA	1.09 1.08
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	97.28 5.42%	3,891,116.00 44,083.33	0.78% (315,644.00)	Aaa AA+	1.12 1.07
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	99.05 5.09%	1,139,023.25 1,307.17	0.23% (10,926.15)	NR AAA	1.15 1.02
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.52 5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 AA-	1.17 1.12
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	96.55 5.82%	975,165.10 1,041.42	0.19% (34,611.49)	Aaa NR	1.18 0.99
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	95.71 5.34%	3,350,000.50 16,746.52	0.67% (214,274.50)	Aaa AA+	1.21 1.16
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	96.35 5.31%	3,853,908.00 22,744.57	0.77% (236,560.75)	Aaa AA+	1.25 1.20

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	96.09 5.53%	3,459,132.00 20,250.00	0.69% (138,996.00)	A1 A	1.26 1.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	96.12 5.35%	2,492,425.31 12,853.36	0.50% (132,058.90)	A2 A	1.28 1.22
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	93.88 5.94%	1,854,135.93 3,469.97	0.37% (118,829.82)	Aa3 AA-	1.35 1.30
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	94.36 5.27%	4,057,424.10 4,897.22	0.81% (239,780.90)	Aaa AA+	1.39 1.34
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	95.12 5.20%	4,014,215.92 4,571.67	0.80% (268,662.28)	Aaa AA+	1.44 1.38
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	94.70 5.29%	2,556,978.30 1,957.50	0.51% (139,403.70)	A1 A+	1.46 1.40
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	94.26 5.62%	3,530,096.92 2,564.28	0.70% (210,858.48)	Aaa AA+	1.46 1.40
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.85 5.75%	3,931,648.56 2,360.35	0.78% (204,522.59)	A2 A+	1.48 1.42
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	94.72 5.13%	6,227,741.38 46,298.96	1.25% (342,195.87)	Aaa AA+	1.54 1.47
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.98 5.13%	6,578,635.00 32,955.16	1.32% (529,372.81)	Aaa AA+	1.58 1.53
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.81 5.12%	6,636,875.00 46,270.38	1.33% (186,210.94)	Aaa AA+	1.62 1.56
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	96.10 5.30%	2,854,226.43 26,804.25	0.57% (115,001.37)	A1 A+	1.69 1.60
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.46 5.58%	1,225,031.84 12,739.69	0.25% (44,498.26)	A1 A	1.71 1.61
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	92.70 5.10%	4,885,158.25 9,057.81	0.97% (373,985.55)	Aaa AA+	1.73 1.67
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.29%	1,037,330.00 1,037,330.00	94.04 5.75%	940,419.00 5,728.25	0.19% (96,911.00)	A1 A-	1.73 1.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.99%	1,511,376.00 1,511,376.00	94.09 5.79%	1,505,392.00 9,043.73	0.30% (5,984.00)	A1 A-	1.75 1.66

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	93.83 5.60%	2,590,629.73 12,769.63	0.52% (272,030.29)	A2 A-	1.75 1.67
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	97.02 5.16%	1,416,562.08 10,755.33	0.28% (41,583.72)	A2 A	1.79 1.69
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.77 5.35%	2,675,613.08 4,165.93	0.53% (88,775.30)	NR AAA	1.79 1.69
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 2.03%	3,299,268.65 3,299,268.65	95.65 5.97%	3,151,746.58 4,525.13	0.63% (147,522.07)	A1 A-	1.84 1.75
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	96.39 5.50%	906,048.14 4,143.83	0.18% (33,698.06)	A2 A-	1.88 1.77
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	92.03 5.00%	5,705,860.00 3,788.89	1.14% (490,871.90)	Aaa AA+	1.88 1.82
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.28%	3,007,920.00 3,007,920.00	91.87 5.94%	2,756,004.00 4,616.50	0.55% (251,916.00)	A1 A-	1.89 1.81
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 2.17%	1,565,968.20 1,565,968.20	95.49 5.99%	1,494,412.24 1,600.73	0.30% (71,555.96)	A1 A-	1.90 1.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.09 5.62%	2,281,511.60 7,833.33	0.46% (67,689.40)	Aaa AA+	1.92 1.81
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	91.54 4.93%	5,766,875.10 656.25	1.15% (511,024.50)	Aaa AA+	1.98 1.92
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	91.26 4.89%	5,475,468.00 40.76	1.09% (403,594.50)	Aaa AA+	2.00 1.95
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	91.18 4.91%	5,730,851.55 10,213.13	1.14% (529,587.65)	Aaa AA+	2.07 2.01
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	90.98 4.85%	5,727,342.08 8,393.34	1.14% (549,003.97)	Aaa AA+	2.15 2.08
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	90.79 4.78%	2,905,251.20 2,688.52	0.58% (225,123.80)	Aaa AA+	2.17 2.11
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	1,880,000.00	02/22/2023 5.07%	1,879,657.46 1,879,657.46	99.14 5.48%	1,863,895.92 4,186.13	0.37% (15,761.54)	Aaa NR	2.25 2.08
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	90.89 4.84%	5,726,051.11 8,137.51	1.14% (546,309.74)	Aaa AAA	2.25 2.18

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	90.47 4.77%	5,428,128.00 3,790.76	1.08% (494,997.00)	Aaa AA+	2.25 2.19
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	90.76 4.86%	5,717,709.91 7,350.00	1.14% (562,185.09)	Aaa AA+	2.27 2.20
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	90.48 4.73%	3,438,259.00 2,413.93	0.68% (293,608.19)	Aaa AA+	2.34 2.27
3137F4D41	FHLMC K074 A2 3.6% Due 1/25/2028	3,000,000.00	03/16/2023 4.93%	2,911,054.69 2,911,054.69	95.26 4.78%	2,857,920.00 1,800.00	0.57% (53,134.69)	NR NR	2.35 3.97
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	89.36 5.76%	2,680,776.00 3,718.76	0.53% (288,924.00)	Aa1 AA+	2.36 2.27
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	89.47 5.44%	1,673,171.28 706.44	0.33% (147,217.62)	Aaa AA+	2.46 2.37
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	5,320,000.00	Various 4.60%	5,229,125.01 5,229,125.01	96.19 4.74%	5,117,536.76 3,413.66	1.02% (111,588.25)	NR NR	2.54 4.22
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.80 4.94%	2,843,970.00 7,800.00	0.57% (284,467.50)	NR AAA	2.65 2.84
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	90.41 4.67%	5,776,943.40 15,686.56	1.15% (583,790.40)	Aaa AAA	2.72 2.62
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.94%	2,906,255.64 2,906,255.64	94.92 5.59%	2,847,474.00 29,065.16	0.57% (58,781.64)	A1 A-	2.73 2.53
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	90.30 4.77%	4,392,905.26 10,675.97	0.88% (451,077.94)	A1 AA	2.78 2.68
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	90.53 4.82%	728,772.14 1,954.36	0.15% (78,832.91)	A2 A+	2.79 2.68
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	89.88 4.94%	2,988,529.95 4,467.97	0.60% (335,007.05)	A1 A+	2.88 2.77
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.50 5.46%	2,010,676.84 1,136.00	0.40% (260,693.08)	Aa3 AA+	2.96 2.83
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.58 4.93%	1,403,653.50 3,316.25	0.28% (182,772.28)	NR NR	2.99 2.83
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	89.36 4.48%	1,403,003.81 4,927.58	0.28% (155,895.80)	Aaa AA+	3.09 2.98

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	87.61 5.64%	1,502,444.62 8,158.16	0.30% (210,977.58)	Aa3 AA-	3.13 2.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	89.60 4.66%	703,380.41 3,068.04	0.14% (80,135.94)	Aa2 AA	3.13 3.00
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	89.61 4.43%	2,804,774.22 9,204.00	0.56% (278,398.05)	Aaa AA+	3.17 3.05
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	90.07 4.44%	2,810,315.04 8,870.38	0.56% (290,672.46)	Aaa AA+	3.25 3.12
59217GER6	MetLife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	89.13 5.37%	2,214,808.44 2,588.54	0.44% (267,358.66)	Aa3 AA-	3.45 3.25
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.32 5.46%	1,174,148.30 13,093.89	0.24% (108,717.70)	A2 A-	3.59 3.32
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.89 5.30%	1,745,970.80 20,836.67	0.35% (138,962.20)	A1 A	3.61 3.32
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.67 4.98%	1,300,148.28 12,105.00	0.26% (42,672.82)	A2 A+	3.78 3.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	96.59 4.69%	1,318,512.21 10,662.16	0.26% (47,126.19)	A2 A+	3.79 3.46
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.72 4.53%	2,367,995.00 15,208.33	0.47% (73,980.00)	Aa3 A+	3.80 3.51
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.16 4.84%	2,495,343.35 7,163.83	0.50% 12,935.15	Aaa NR	3.82 3.65
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.97 4.35%	2,255,344.80 10,672.13	0.45% (95,811.45)	Aaa AA+	3.84 3.57
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	96.07 5.25%	1,344,991.20 8,467.04	0.27% (50,318.80)	A1 A	3.86 3.48
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	96.17 4.32%	6,395,172.00 18,793.48	1.28% (295,208.86)	Aaa AA+	3.92 3.62
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	94.29 4.32%	1,225,809.00 97.15	0.24% (52,151.94)	Aaa AA+	4.00 3.73

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.62 4.31%	3,298,927.95 45,117.19	0.67% (100,589.63)	Aaa AA+	4.09 3.73
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.34 4.30%	2,781,626.40 38,815.57	0.56% 11,626.39	Aaa AA+	4.17 3.74
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	6,000,000.00	Various 4.55%	5,707,999.69 5,707,999.69	94.30 4.79%	5,657,772.00 3,350.00	1.13% (50,227.69)	NR NR	4.32 3.98
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.46 4.27%	4,529,201.40 30,195.35	0.91% (98,884.54)	Aaa AA+	4.34 3.92
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	4,690,000.00	07/20/2023 4.60%	4,471,072.27 4,471,072.27	94.69 4.80%	4,440,848.44 13,460.30	0.89% (30,223.83)	NR NR	4.41 3.92
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	7,000,000.00	Various 3.78%	7,028,945.31 7,028,945.31	98.48 4.26%	6,893,362.00 23,586.95	1.38% (135,583.31)	Aaa AA+	4.42 4.00
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	4,500,000.00	Various 4.99%	4,242,810.00 4,242,810.00	94.04 5.16%	4,231,935.00 7,300.00	0.84% (10,875.00)	A3 A-	4.46 4.03
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	102.31 4.67%	1,534,669.50 36,312.50	0.31% 2,449.50	A2 A+	4.46 3.86
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.76 4.81%	2,444,149.40 3,555.90	0.49% (43,556.10)	A2 A	4.48 3.98
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	97.00 4.24%	6,789,727.00 665.76	1.35% (38,280.81)	Aaa AA+	4.51 4.11
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	2,090,000.00	03/06/2023 4.90%	2,087,972.70 2,087,972.70	101.05 4.61%	2,111,963.81 40,188.96	0.43% 23,991.11	Aa3 A+	4.53 3.95
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.10 4.22%	6,937,112.00 117,173.91	1.40% (12,848.94)	Aaa AA+	4.59 4.08
880591EZ1	Tennessee Valley Authority Note 3.875% Due 3/15/2028	3,500,000.00	05/04/2023 3.56%	3,548,755.00 3,548,755.00	98.42 4.26%	3,444,532.00 45,585.07	0.69% (104,223.00)	Aaa AA+	4.63 4.13
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	1,650,000.00	05/08/2023 4.01%	1,649,083.50 1,649,083.50	98.25 4.41%	1,621,179.45 14,850.00	0.33% (27,904.05)	Aaa AA+	4.78 4.26
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	2,630,000.00	Various 5.00%	2,616,154.70 2,616,154.70	99.49 4.99%	2,616,592.26 11,752.81	0.52% 437.56	A3 A	4.79 4.21

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,975,000.00	05/08/2023 4.05%	1,975,392.25 1,975,392.25	98.37 4.43%	1,942,716.65 16,441.88	0.39% (32,675.60)	A1 A+	4.80 4.27
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	7,000,000.00	06/14/2023 4.00%	6,884,335.94 6,884,335.94	97.61 4.18%	6,832,658.00 42,984.97	1.37% (51,677.94)	Aaa AA+	4.84 4.35
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,997,000.00	06/22/2023 4.42%	1,951,677.46 1,951,677.46	96.21 4.73%	1,921,359.63 1,282.74	0.38% (30,317.83)	NR NR	4.91 4.25
TOTAL PORTFOLIO		520,728,021.50	3.08%	517,728,619.36	4.94%	500,418,937.58	100.00% (17,309,681.78)	Aa1 AA+	1.68 1.60
TOTAL MARKET VALUE PLUS ACCRUED						502,540,577.68			

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$234,320,000.00	\$231,897,172.00	\$227,153,376.49	\$228,395,140.84	45.45%
Local Agency Investment Fund	\$49,776,879.61	\$49,776,879.61	\$49,776,879.61	\$49,900,539.01	9.93%
Federal Home Loan Mortgage Corp	\$48,172,407.94	\$47,470,749.15	\$45,301,179.61	\$45,398,611.90	9.03%
Federal National Mortgage Association	\$31,775,000.00	\$31,843,363.10	\$29,403,796.13	\$29,455,524.15	5.86%
Federal Home Loan Bank	\$13,800,000.00	\$14,243,965.40	\$13,329,294.61	\$13,398,919.26	2.67%
Inter-American Dev Bank	\$6,390,000.00	\$6,360,733.80	\$5,776,943.40	\$5,792,629.96	1.15%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$5,726,051.11	\$5,734,188.62	1.14%
Bank of America Corp	\$6,000,000.00	\$5,914,175.64	\$5,603,478.00	\$5,637,159.66	1.12%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,586,577.82	\$5,598,431.93	1.11%
Toyota Motor Corp	\$6,025,000.00	\$6,019,919.00	\$5,545,508.25	\$5,551,933.72	1.10%
Royal Bank of Canada	\$4,870,000.00	\$4,867,658.10	\$4,684,163.84	\$4,717,153.53	0.94%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,392,905.26	\$4,403,581.23	0.88%
Realty Income Corp	\$4,500,000.00	\$4,242,810.00	\$4,231,935.00	\$4,239,235.00	0.84%
Northwestern Mutual Gbl	\$4,220,000.00	\$4,169,589.90	\$3,954,682.88	\$3,963,222.65	0.79%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$3,931,648.56	\$3,934,008.91	0.78%
Caterpillar Inc	\$4,053,000.00	\$4,082,630.01	\$3,908,987.39	\$3,932,596.08	0.78%
John Deere ABS	\$4,008,764.44	\$4,008,095.42	\$3,915,200.21	\$3,920,686.09	0.78%
Metlife Inc	\$4,200,000.00	\$4,195,589.30	\$3,717,253.06	\$3,727,999.76	0.74%
United Health Group Inc	\$3,670,000.00	\$3,705,463.45	\$3,581,953.85	\$3,630,882.87	0.72%
New York Life Global Funding	\$3,745,000.00	\$3,740,955.40	\$3,530,096.92	\$3,532,661.20	0.70%
Tennessee Valley Authority	\$3,500,000.00	\$3,548,755.00	\$3,444,532.00	\$3,490,117.07	0.69%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,267,323.86	\$3,294,403.86	0.66%
GM Financial Automobile Leasing Trust	\$3,244,649.62	\$3,244,616.02	\$3,198,097.77	\$3,199,455.65	0.64%
Hyundai Auto Receivables	\$3,286,375.55	\$3,285,972.79	\$3,186,150.92	\$3,187,924.16	0.63%
Honda ABS	\$3,292,398.03	\$3,291,884.14	\$3,178,494.18	\$3,180,199.25	0.63%
Toronto Dominion Holdings	\$3,300,000.00	\$3,280,243.00	\$3,090,962.00	\$3,120,265.71	0.62%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$2,961,547.80	\$2,962,408.91	0.59%
Paccar Financial	\$2,970,000.00	\$2,969,227.80	\$2,854,226.43	\$2,881,030.68	0.57%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,680,776.00	\$2,684,494.76	0.53%
American Express ABS	\$2,765,000.00	\$2,764,388.38	\$2,675,613.08	\$2,679,779.01	0.53%

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Prologis Trust	\$2,630,000.00	\$2,616,154.70	\$2,616,592.26	\$2,628,345.07	0.52%
Bank of Montreal Chicago	\$2,761,000.00	\$2,862,660.02	\$2,590,629.73	\$2,603,399.36	0.52%
Toyota Lease Owner Trust	\$2,565,000.00	\$2,564,596.27	\$2,516,996.03	\$2,518,532.18	0.50%
Deere & Company	\$2,450,000.00	\$2,487,705.50	\$2,444,149.40	\$2,447,705.30	0.49%
Costco Wholesale Corporation	\$2,500,000.00	\$2,441,975.00	\$2,367,995.00	\$2,383,203.33	0.47%
MasterCard Inc	\$2,090,000.00	\$2,087,972.70	\$2,111,963.81	\$2,152,152.77	0.43%
Toyota ABS	\$2,157,476.20	\$2,157,228.94	\$2,100,066.26	\$2,100,510.46	0.42%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,010,676.84	\$2,011,812.84	0.40%
Merck & Company	\$1,975,000.00	\$1,975,392.25	\$1,942,716.65	\$1,959,158.53	0.39%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,854,135.93	\$1,857,605.90	0.37%
Apple Inc	\$1,650,000.00	\$1,649,083.50	\$1,621,179.45	\$1,636,029.45	0.33%
Hyundai Auto Lease Securitization	\$1,540,740.81	\$1,540,662.30	\$1,522,609.45	\$1,523,275.55	0.30%
Morgan Stanley	\$1,600,000.00	\$1,511,376.00	\$1,505,392.00	\$1,514,435.73	0.30%
GM Financial Securitized Term Auto Trust	\$1,413,638.30	\$1,413,561.73	\$1,354,759.30	\$1,355,319.33	0.27%
Northern Trust Corp	\$1,345,000.00	\$1,342,821.10	\$1,300,148.28	\$1,312,253.28	0.26%
Charles Schwab Corp/The	\$1,300,000.00	\$1,282,866.00	\$1,174,148.30	\$1,187,242.19	0.24%
Verizon Master Trust	\$1,150,000.00	\$1,149,949.40	\$1,139,023.25	\$1,140,330.42	0.23%
BMW Vehicle Lease Trust	\$1,061,373.46	\$1,061,230.52	\$1,047,213.21	\$1,047,364.17	0.21%
BMW ABS	\$1,065,000.00	\$1,064,944.62	\$1,038,200.34	\$1,038,770.12	0.21%
National Rural Utilities	\$940,000.00	\$939,746.20	\$906,048.14	\$910,191.97	0.18%
Federated Govt Obligation Money Market Fund	\$764,928.42	\$764,928.42	\$764,928.42	\$764,928.42	0.15%
Wal-Mart Stores	\$785,000.00	\$783,516.35	\$703,380.41	\$706,448.45	0.14%
Verizon Owner Trust	\$197,389.12	\$197,347.66	\$196,349.08	\$196,377.43	0.04%
TOTAL	\$520,728,021.50	\$517,728,619.36	\$500,418,937.58	\$502,540,577.68	100.00%



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

Portfolio Performance

July 31, 2023

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%
6/30/2020	0.284%	0.102%	0.272%
7/31/2020	0.259%	0.098%	0.238%
8/31/2020	0.049%	0.066%	0.051%
9/30/2020	0.012%	0.056%	0.016%
10/31/2020	-0.041%	0.060%	-0.034%
11/30/2020	0.137%	0.048%	0.133%
12/31/2020	0.164%	0.047%	0.159%
1/31/2021	-0.022%	0.049%	-0.018%
2/28/2021	-0.335%	0.031%	-0.299%
3/31/2021	-0.129%	0.031%	-0.117%
4/30/2021	0.212%	0.035%	0.195%
5/31/2021	0.228%	0.027%	0.213%
6/30/2021	-0.209%	0.022%	-0.181%
7/31/2021	0.329%	0.024%	0.283%
8/31/2021	-0.040%	0.019%	-0.029%
9/30/2021	-0.253%	0.017%	-0.208%
10/31/2021	-0.464%	0.026%	-0.378%
11/30/2021	-0.053%	0.017%	-0.041%
12/31/2021	-0.152%	0.018%	-0.120%
1/31/2022	-0.932%	0.025%	-0.739%
2/28/2022	-0.504%	0.021%	-0.372%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
3/31/2022	-1.740%	0.031%	-1.247%
4/30/2022	-0.885%	0.048%	-0.635%
5/31/2022	0.580%	0.059%	0.460%
6/30/2022	-0.619%	0.070%	-0.430%
7/31/2022	0.761%	0.111%	0.607%
8/31/2022	-1.094%	0.109%	-0.816%
9/30/2022	-1.623%	0.125%	-1.178%
10/31/2022	-0.274%	0.160%	-0.152%
11/30/2022	1.162%	0.165%	0.888%
12/31/2022	0.154%	0.182%	0.162%
1/31/2023	0.976%	0.228%	0.757%
2/28/2023	-0.913%	0.193%	-0.550%
3/31/2023	1.599%	0.243%	1.183%
4/30/2023	0.454%	0.265%	0.398%
5/31/2023	-0.352%	0.249%	-0.184%
6/30/2023	-0.477%	0.258%	-0.387%
7/31/2023	0.352%	0.391%	0.356%

City of Corona Consolidated

Account #10003

Corona Supplemental

As of July 31, 2023



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$27,747,805.53	\$27,068,773.08	\$27,744,478.19	5.36%			
Agency	\$68,245,000.00	\$63,899,581.30	\$68,760,266.40	13.28%	1,559	1,011	3.761
CMO	\$29,002,407.94	\$27,579,221.05	\$28,346,566.25	5.48%			
Corporate	\$94,796,000.00	\$89,405,859.26	\$94,342,480.39	18.22%			
LAIF	\$49,776,879.61	\$49,776,879.61	\$49,776,879.61	9.61%	1	1	0.680
Money Market Fund	\$764,928.42	\$764,928.42	\$764,928.42	0.15%			
Municipal Bonds	\$3,385,000.00	\$3,267,323.86	\$3,462,753.45	0.67%			
Supranational	\$12,690,000.00	\$11,502,994.51	\$12,633,094.65	2.44%			
US Treasury	\$234,320,000.00	\$227,153,376.49	\$231,897,172.00	44.79%	1,699	864	4.337
TOTAL PORTFOLIO	\$520,728,021.50	\$500,418,937.58	\$517,728,619.36	100.00%	1474	856	2.398
AVERAGE DAILY BALANCE			\$515,759,180.00				

City of Corona Pension Stabilization Trust

Account #10952

Portfolio Summary

As of July 31, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.00%
Average Purchase YTM	2.31%
Average Market YTM	0.00%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

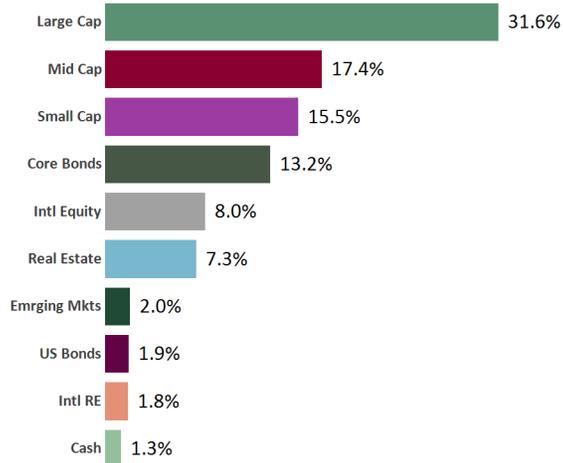
ACCOUNT SUMMARY

	Beg. Values as of 6/30/23	End Values as of 7/31/23
Market Value	35,322,635	36,456,721
Accrued Interest	0	0
Total Market Value	35,322,635	36,456,721
Income Earned	118,446	45,033
Cont/WD		0
Par	688,141	733,173
Book Value	32,721,061	32,766,094
Cost Value	32,721,061	32,766,094

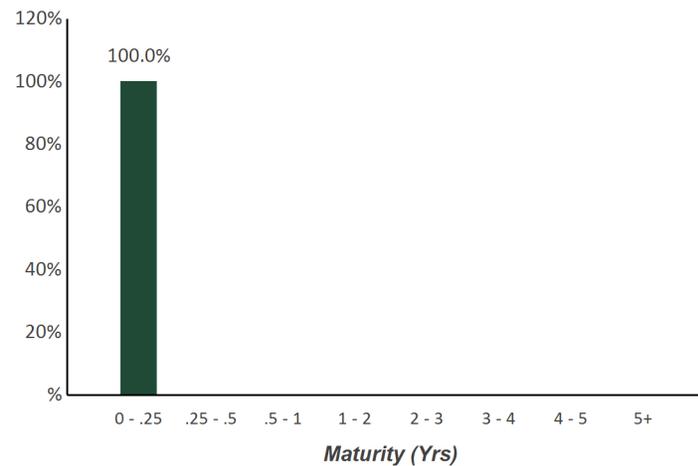
TOP ISSUERS

iShares Core S&P 500 ETF	31.6%
iShares Core S&P Mid-Cap ETF	17.4%
Vanguard Small-Cap ETF	15.5%
Vanguard Total Bond Market	13.2%
Vanguard FTSE Developed Markets	8.0%
Vanguard Real Estate ETF	7.3%
Vanguard FTSE Emerging Markets	2.0%
SPDR Barclays Capital High Yield	1.9%
Total	96.9%

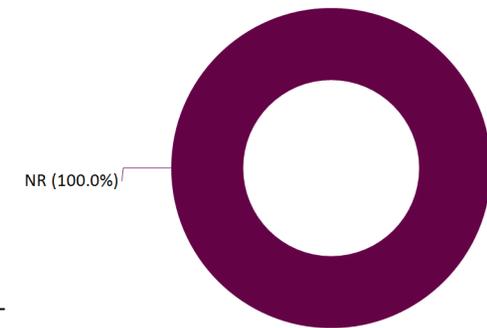
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	7/31/2022
City of Corona Pension Stabilization Trust	3.21%	7.26%	13.12%	12.23%	N/A	N/A	N/A	N/A	N/A
Multi Asset Class Index*	1.56%	3.34%	10.31%	5.26%	N/A	N/A	N/A	N/A	N/A

*35% S&P 500, 15% MSCI EAFE (Europe, Australasia, Israel and the Far East), 50% ICE BofA US Corporate, Government & Mortgage Index

Statement of Compliance

As of July 31, 2023



City of Corona Pension Stabilization Trust

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Category	Standard	Comment
Fixed Income	10%-30% acceptable range (combined Cash & Fixed Income); Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO; Permitted: Fixed-income securities of U.S. and non-U.S. issuers including governments, quasi-government entities, and corporations; Mortgage-backed securities, Asset-backed securities, Money Market Instruments	<i>Complies</i>
Global Equities	50%-80% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Permitted: Equity securities of U.S. and non-U.S. issuers	<i>Complies</i>
Commodities (not direct investment)	0%-5% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Real Estate Investment Trusts (REITs)	0%-15% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Publicly traded Real Estate Investment Trusts (REITs)	<i>Complies</i>
Commingled Funds	Funds that are consistent with the policy's investment objectives	<i>Complies</i>
Mutual Funds	Mutual Funds that invest in securities permitted by the Investment Policy	<i>Complies</i>
Exchange Traded Funds (ETFs)	ETFs that invest in securities permitted by the Investment Policy	<i>Complies</i>
Cash	10%-30% acceptable range (combined Cash & Fixed Income); The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Credit Rating	Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO	<i>Complies</i>
Max per Security Holding	Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase	<i>Complies</i>

City of Corona Pension Stabilization Trust

Account #10952

Reconciliation Summary

As of July 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$32,721,061.35
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$45,032.58	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$45,032.58
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$32,766,093.93

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$413,535.51
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$45,032.58	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$45,032.58	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$458,568.09

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CASH									
90CASH\$00	Cash Custodial Cash Account	458,568.09	Various 0.00%	458,568.09 458,568.09	1.00 0.00%	458,568.09 0.00	1.26% 0.00	NR / NR NR	0.00 0.00
Total Cash		458,568.09	N/A	458,568.09	0.00%	458,568.09 0.00	1.26% 0.00	NR / NR NR	0.00 0.00
EMERGING MARKET EQUITY									
922042858	Vanguard FTSE Emerging Markets ETF Due 7/31/2023	16,720.00	Various 3.69%	643,691.94 643,691.94	43.07 0.00%	720,130.40 0.00	1.98% 76,438.46	NR / NR NR	0.00 0.00
Total Emerging Market Equity		16,720.00	3.69%	643,691.94 643,691.94	0.00%	720,130.40 0.00	1.98% 76,438.46	NR / NR NR	0.00 0.00
INTERNATIONAL EQUITY									
921943858	Vanguard ETF FTSE Developed Mkts ETF Due 7/31/2023	61,510.00	Various 3.91%	2,420,843.73 2,420,843.73	47.63 0.00%	2,929,721.30 0.00	8.04% 508,877.57	NR / NR NR	0.00 0.00
Total International Equity		61,510.00	3.91%	2,420,843.73 2,420,843.73	0.00%	2,929,721.30 0.00	8.04% 508,877.57	NR / NR NR	0.00 0.00
INTERNATIONAL REAL ESTATE									
922042676	Vanguard Vanguard GBL Ex-US Real Est Due 7/31/2023	15,775.00	05/15/2023 0.00%	655,924.50 655,924.50	42.48 0.00%	670,122.00 0.00	1.84% 14,197.50	NR / NR NR	0.00 0.00
Total International Real Estate		15,775.00	N/A	655,924.50 655,924.50	0.00%	670,122.00 0.00	1.84% 14,197.50	NR / NR NR	0.00 0.00
LARGE CAP US EQUITY									
464287200	ISHARES S&P 500 Index ETF	25,000.00	Various N/A	9,761,289.05 9,761,289.05	460.18 N/A	11,504,500.00 0.00	31.56% 1,743,210.95	NR / NR NR	0.00 0.00
Total Large Cap US Equity		25,000.00	N/A	9,761,289.05 9,761,289.05	N/A	11,504,500.00 0.00	31.56% 1,743,210.95	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MID CAP US EQUITY									
464287507	ISHARES S&P Midcap ETF Due 7/31/2023	23,300.00	Various 1.59%	5,536,825.68 5,536,825.68	272.40 0.00%	6,346,920.00 0.00	17.41% 810,094.32	NR / NR NR	0.00 0.00
Total Mid Cap US Equity		23,300.00	1.59%	5,536,825.68	0.00%	6,346,920.00	17.41% 810,094.32	NR / NR NR	0.00 0.00
REAL ESTATE									
922908553	Vanguard ETF REIT Due 7/31/2023	31,200.00	Various 3.46%	2,726,488.43 2,726,488.43	85.26 0.00%	2,660,112.00 0.00	7.30% (66,376.43)	NR / NR NR	0.00 0.00
Total Real Estate		31,200.00	3.46%	2,726,488.43	0.00%	2,660,112.00	7.30% (66,376.43)	NR / NR NR	0.00 0.00
SMALL CAP US EQUITY									
922908751	Vanguard ETF Small Cap Due 7/31/2023	27,100.00	Various 1.54%	5,022,975.48 5,022,975.48	208.75 0.00%	5,657,125.00 0.00	15.52% 634,149.52	NR / NR NR	0.00 0.00
Total Small Cap US Equity		27,100.00	1.54%	5,022,975.48	0.00%	5,657,125.00	15.52% 634,149.52	NR / NR NR	0.00 0.00
US CORE BONDS									
921937835	Vanguard ETF Total Bond Index Due 7/31/2023	66,600.00	Various 2.36%	4,862,778.58 4,862,778.58	72.42 0.00%	4,823,172.00 0.00	13.23% (39,606.58)	NR / NR NR	0.00 0.00
Total US Core Bonds		66,600.00	2.36%	4,862,778.58	0.00%	4,823,172.00	13.23% (39,606.58)	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US HIGH YIELD BONDS									
78468R622	SPDR Bloomberg High Yield Bond ETF Due 7/31/2023	7,400.00	Various 5.50%	676,708.45 676,708.45	92.75 0.00%	686,350.00 0.00	1.88% 9,641.55	NR / NR NR	0.00 0.00
Total US High Yield Bonds		7,400.00	5.50%	676,708.45 676,708.45	0.00%	686,350.00 0.00	1.88% 9,641.55	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		733,173.09	2.31%	32,766,093.93 32,766,093.93	0.00%	36,456,720.79 0.00	100.00% 3,690,626.86	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						36,456,720.79			

City of Corona Pension Stabilization Trust

Transaction Ledger



Account #10952

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/05/2023	90CASH\$00	28,944.24	Cash Custodial Cash Account	1.000		28,944.24	0.00	28,944.24	0.00
Purchase	07/07/2023	90CASH\$00	12,279.18	Cash Custodial Cash Account	1.000		12,279.18	0.00	12,279.18	0.00
Purchase	07/10/2023	90CASH\$00	3,658.86	Cash Custodial Cash Account	1.000		3,658.86	0.00	3,658.86	0.00
Purchase	07/15/2023	90CASH\$00	150.30	Cash Custodial Cash Account	1.000		150.30	0.00	150.30	0.00
Subtotal			45,032.58				45,032.58	0.00	45,032.58	0.00
TOTAL ACQUISITIONS			45,032.58				45,032.58	0.00	45,032.58	0.00
OTHER TRANSACTIONS										
Dividend	07/05/2023	922908553	31,200.00	Vanguard ETF REIT	0.000		28,944.24	0.00	28,944.24	0.00
Dividend	07/07/2023	921937835	66,600.00	Vanguard ETF Total Bond Index	0.000		12,279.18	0.00	12,279.18	0.00
Dividend	07/10/2023	78468R622	7,400.00	SPDR Bloomberg High Yield Bond ETF	0.000		3,658.86	0.00	3,658.86	0.00
Dividend	07/15/2023	90CASH\$00	458,417.79	Cash Custodial Cash Account	0.000		150.30	0.00	150.30	0.00
Subtotal			563,617.79				45,032.58	0.00	45,032.58	0.00
TOTAL OTHER TRANSACTIONS			563,617.79				45,032.58	0.00	45,032.58	0.00

City of Corona Pension Stabilization Trust

Income Earned



Account #10952

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
EQUITY						
464287200	ISHARES S&P 500 Index ETF	Various Various 25,000.00	9,761,289.05 0.00 0.00 9,761,289.05	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464287507	ISHARES S&P Midcap ETF	Various Various 23,300.00	5,536,825.68 0.00 0.00 5,536,825.68	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
78468R622	SPDR Bloomberg High Yield Bond ETF	Various Various 7,400.00	676,708.45 0.00 0.00 676,708.45	0.00 3,658.86 0.00 3,658.86	0.00 0.00 0.00 3,658.86	3,658.86
921937835	Vanguard ETF Total Bond Index	Various Various 66,600.00	4,862,778.58 0.00 0.00 4,862,778.58	0.00 12,279.18 0.00 12,279.18	0.00 0.00 0.00 12,279.18	12,279.18
921943858	Vanguard ETF FTSE Developed Mkts ETF	Various Various 61,510.00	2,420,843.73 0.00 0.00 2,420,843.73	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042676	Vanguard Vanguard GBL Ex-US Real Est	05/15/2023 05/17/2023 15,775.00	655,924.50 0.00 0.00 655,924.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042858	Vanguard FTSE Emerging Markets ETF	Various Various 16,720.00	643,691.94 0.00 0.00 643,691.94	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922908553	Vanguard ETF REIT	Various Various 31,200.00	2,726,488.43 0.00 0.00 2,726,488.43	0.00 28,944.24 0.00 28,944.24	0.00 0.00 0.00 28,944.24	28,944.24

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
922908751	Vanguard ETF Small Cap	Various Various 27,100.00	5,022,975.48 0.00 0.00 5,022,975.48	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			32,307,525.84	0.00	0.00	
			0.00	44,882.28	0.00	
			0.00	0.00	0.00	
Total Equity		274,605.00	32,307,525.84	44,882.28	44,882.28	44,882.28
CASH & EQUIVALENT						
90CASH\$00	Cash Custodial Cash Account	Various Various 458,568.09	413,535.51 45,032.58 0.00 458,568.09	0.00 150.30 0.00 150.30	0.00 0.00 0.00 150.30	150.30
			413,535.51	0.00	0.00	
			45,032.58	150.30	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		458,568.09	458,568.09	150.30	150.30	150.30
			32,721,061.35	0.00	0.00	
			45,032.58	45,032.58	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		733,173.09	32,766,093.93	45,032.58	45,032.58	45,032.58



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
Multi Asset Class Index*	<p>The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization.</p> <p>The MSCI EAFE International Equity Index is a market capitalization weighted index that captures international equity performance of large- and mid-cap stocks in the developed stock markets of Europe, Australasia, and the Far East.</p> <p>The ICE BofA US Corporate, Government & Mortgage Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasuries, quasi-governments, corporates, covered bonds and residential mortgage pass-throughs. Non-residential mortgage collateralized debt such as commercial mortgage backed securities and asset backed securities are excluded from this index, as are all collateralized mortgage obligations. Most qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). They must also have at least one year remaining term to final maturity, at least 18 months to final maturity at point of issuance and a fixed coupon schedule. Amounts outstanding for qualifying US Treasuries must be at least \$1 billion; US agencies, foreign governments, supranationals, corporates and covered bonds must have at least \$250 million outstanding. Qualifying residential mortgage pass-through securities include fixed rate securities publicly issued by US agencies. 30-year, 20-year and 15-year fixed rate mortgage pools must have at least one year remaining term to final maturity and a minimum amount outstanding of at least \$5 billion per generic coupon and \$250 million per production year within each generic coupon.</p>

Certificate Of Completion

Envelope Id: 4609BE8E2AAA44EEB1DA35836204A037	Status: Completed
Subject: Complete with DocuSign: July 2023 Investment Report.pdf	
Source Envelope:	
Document Pages: 106	Signatures: 4
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lillian Davis
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Lillian.Davis@CoronaCA.gov
	IP Address: 64.29.226.10

Record Tracking

Status: Original	Holder: Lillian Davis	Location: DocuSign
9/18/2023 6:00:45 PM	Lillian.Davis@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Eliana Nguyen
 Eliana.Nguyen@CoronaCA.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Timestamp

Sent: 9/18/2023 6:04:57 PM
 Viewed: 9/19/2023 3:23:39 PM
 Signed: 9/19/2023 3:25:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Christine Thompson
 Christine.Thompson@CoronaCA.gov
 Accounting Manager
 Security Level: Email, Account Authentication (None)

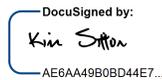


Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

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 Viewed: 9/19/2023 4:01:00 PM
 Signed: 9/19/2023 4:02:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Sitton
 Kim.Sitton@CoronaCA.gov
 Finance Director
 City of Corona, CA
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Sent: 9/19/2023 4:02:07 PM
 Viewed: 9/20/2023 7:57:57 AM
 Signed: 9/20/2023 7:59:34 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brett Channing
 Brett.Channing@CoronaCA.gov
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Sent: 9/20/2023 7:59:35 AM
 Viewed: 9/20/2023 12:11:55 PM
 Signed: 9/20/2023 12:12:19 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Chad Willardson Chad.Willardson@CoronaCA.gov Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 104.34.39.6 Signed using mobile</p>	Sent: 9/20/2023 12:12:20 PM Viewed: 9/24/2023 6:16:35 AM Signed: 9/24/2023 6:16:42 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Vicky Pang Vicky.Pang@CoronaCA.gov FINANCIAL ANALYST City of Corona Security Level: Email, Account Authentication (None)		Sent: 9/24/2023 6:16:44 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/18/2023 6:04:57 PM
Certified Delivered	Security Checked	9/24/2023 6:16:35 AM
Signing Complete	Security Checked	9/24/2023 6:16:42 AM
Completed	Security Checked	9/24/2023 6:16:44 AM

Payment Events	Status	Timestamps
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M E M O R A N D U M

October 4, 2023

TO: City Clerk

**FROM: Kim Sitton
Finance Director**

SUBJECT: Monthly Fiscal Report, July 2023

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements, and fund balances for the month of July 2023, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lillian Davis
6313B2A43E4243A...
Financial Analyst

DS
EN
DocuSigned by:
Christine Thompson
C477407B2FB3430...
Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
AE6AA49B0BD44E7...
Finance Director

DocuSigned by:
Brett Channing
B677651CB3E54C9...
Assistant City Manager

DocuSigned by:
Chad Willardson
AC0F9B8DE02B4FC...
City Treasurer

CITY OF CORONA



Receipts and Disbursements*

July 31, 2023

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 5,071,103.84	\$ 46,442,467.41	\$ 47,715,877.62	\$ 3,797,693.63
Deposits in Transit	533,988.59	1,870,840.33	533,988.59	1,870,840.33
Outstanding Checks	(3,139,900.41)	3,139,900.41	2,551,026.63	(2,551,026.63)
Fiscal Agents	13,094,669.00	183,086.69	0.00	13,277,755.69
Investments				
Chandler Investment- City Account	466,964,652.42	108,959,696.42	107,972,609.04	467,951,739.80
Chandler Investment -Pension Trust Fund	32,721,061.35	45,032.58		32,766,093.93
LAIF	46,959,460.43	20,017,419.25	17,200,000.00	49,776,879.68
Investments Subtotal	546,645,174.20	129,022,148.25	125,172,609.04	550,494,713.41
Change Fund	10,248.00	0.00	0.00	10,248.00
Returned Checks	12,865.17	33,232.86	34,749.52	11,348.51
Credit Card Reconciling Items- Fees	(2,033.39)	2,033.39	2,220.87	(2,220.87)
TOTAL	\$ 562,226,115.00	\$ 180,693,709.34	\$ 176,010,472.27	\$ 566,909,352.07

* For informational purpose only



CITY OF CORONA
Cash and Investment Status Report
July 31, 2023

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 49,776,879.68				\$ 49,776,879.68
Chandler Investment- City Account	\$ 467,951,739.80				\$ 467,951,739.80
Chandler Investment -Pension Trust Fund	\$ 32,766,093.93				\$ 32,766,093.93
Investment Total	550,494,713.41				550,494,713.41
General Account - Bank of America	3,416,062.44	1,670,802.19	(2,469,357.30)	9,127.64	2,626,634.97
Worker's Comp Account - Bank of America	381,631.19	200,038.14	(81,669.33)		500,000.00
Fiscal Agent Accounts	13,277,755.69				13,277,755.69
Cashiers Change	10,248.00				10,248.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 567,580,410.73	\$ 1,870,840.33	\$ (2,551,026.63)	\$ 9,127.64	\$ 566,909,352.07

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
July 31, 2023

General Fund		\$ 168,103,204.58
Special Revenue Funds		
Gas Tax	9,528,570.70	
Measure A	18,184,597.03	
Trip Reduction	1,780,389.30	
Asset Forfeiture	355,960.26	
Development	30,336,755.15	
Residential Refuse/Recycling	(286,424.03)	
Landscape and Streetlight Maintenance	26,134,404.30	
Other Grants and Endowments	29,158,801.15	115,193,053.86
Debt Service Funds		
Public Financing Authority	19.73	19.73
Capital Project Funds		
Housing/Community Development	239,610.70	
Planned Local Drainage	546,451.18	
Other Grants	22,385,531.74	
Public Facility Project	(3,875,769.60)	
Corona Housing Authority	28,189,316.64	47,485,140.66
Enterprise Funds		
Water Utility	55,459,547.21	
Water Reclamation Utility	77,538,147.69	
Transit	361,519.14	
Electric Utility	18,999,986.69	
Airport	1,613,707.30	153,972,908.03
Internal Service Funds		
Fleet Operations	6,543,355.00	
Workers' Compensation	24,272,776.98	
Liability Risk	(444,861.74)	
Warehouse Services	848,713.83	
Information Technology	10,614,288.22	41,834,272.29
Fiduciary Funds		
AD & CFD Bond Funds	30,347,498.94	
AB109 PACT	-	
Successor Agency	9,973,253.98	40,320,752.92
Total All Funds		\$ 566,909,352.07

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
July 31, 2023

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	27,747,805.53	27,068,773.08	27,744,478.19	5.04%
Agency	68,245,000.00	63,899,581.30	68,760,266.40	12.49%
CMO	29,002,407.94	27,579,221.05	28,346,566.25	5.15%
Pension Trust	733,173.09	36,456,720.79	32,766,093.93	5.95%
Corporate	94,796,000.00	89,405,859.26	94,342,480.39	17.14%
LAIF	49,776,879.61	49,776,879.61	49,776,879.73	9.04%
Money Market Fund FI	764,928.42	764,928.42	764,928.42	0.14%
Municipal Bonds	3,385,000.00	3,267,323.86	3,462,753.45	0.63%
Supranational	12,690,000.00	11,502,994.51	12,633,094.65	2.29%
US Treasury	234,320,000.00	227,153,376.49	231,897,172.00	42.13%
TOTAL PORTFOLIO	\$ 521,461,194.59	\$ 536,875,658.37	\$ 550,494,713.41	100.00%

Average Daily Balance

Subject to final audit



Staff Report

File #: 23-0558

REQUEST FOR CITY COUNCIL ACTION

DATE: 09/20/2023

TO: Honorable Mayor and City Council Members

FROM: Planning & Development Department

SUBJECT:

SPECIFIC PLAN AMENDMENT 2022-0006 TO THE NORTHEAST CORONA SPECIFIC PLAN AMENDING THE SIGNAGE REGULATIONS UNDER SECTION 4.5.10 IN THE SUPPORT COMMERCIAL DISTRICT (APPLICANT: CPI PROPERTIES)

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve Specific Plan Amendment 2022-0006 (SPA2022-0006) to the Northeast Corona Specific Plan amending the signage regulations referenced in Section 4.5.10 in the Support Commercial District. The amendment would increase the allowable sign area of a freeway pylon sign from 200 square feet to 350 square feet, increase the allowed height of a freeway pylon sign from 50 feet to 70 feet, allow a height of 55 feet for a pylon sign, allow for electronic message centers, and increase the number of allowed tenants on a parcel identification sign from four tenants to six tenants.

RECOMMENDED ACTION:

That the City Council:

- a. Approve Specific Plan Amendment 2022-0006, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3375, first reading of an ordinance approving an amendment to the Northeast Corona Specific Plan (SP81-2) to: (1) increase the maximum allowable sign area and maximum sign height and to allow electronic message center on freeway pylon signs, (2) establish a maximum sign height for a pylon sign, and (3) allow up to six tenants to be advertised on a parcel identification sign in the Support Commercial District.

BACKGROUND & HISTORY:

Specific Plan Amendment 2022-0006 (SPA2022-0006) is a request by CPI Properties, to amend the signage regulations in the Northeast Corona Specific Plan (SP81-02) for the Support Commercial (SC) District. CPI Properties owns the Los Arcos Plaza, which is a commercial center located at 161-191 N. McKinley Street. The zoning of the property is SC of SP81-02 and is identified as Planning Area 7A. The applicant's request is the result of a roadway improvement project on McKinley Street that will ultimately provide an elevated grade separation over the railroad that is to the south of the commercial center.

The Los Arcos Plaza is situated at the northeast corner of McKinley Street and Sampson Avenue, and abuts the 91 Freeway on the north side. The McKinley Grade Separation Project currently underway will alter the roadway adjacent to the site, which will minimize the center's visibility from McKinley Street. To obtain better advertisement for the center due to the realignment of McKinley Street adjacent to the property and the raised elevation of the grade separation bridge over the railroad, the applicant is requesting to update the center's signage and increase the size and height of the freeway pylon sign that is allowed in PA 7A. The request also includes allowing an electronic message center on the sign, establishing a sign height for a pylon sign, and increasing the number of advertised tenants allowed on a sign.

Applicant's Proposed Sign Program

The applicant's new sign program proposes the following:

1. Replace the center's existing 50-foot-tall freeway-oriented pylon sign with a new 70-foot-high freeway-oriented pylon sign and increase the sign area from 130 square feet to 338 square feet. The new sign is proposed to have a 200 square feet electronic message center (EMC), and 138 square feet of static sign area.
2. Construct one (1) new monument sign at the following location:
 - Corner of McKinley Street and Sampson Avenue. The proposed sign will be 4 feet 4 inches tall, approximately 12 square feet, and allow up to 6 tenants.
3. Construct one (1) new pylon sign at the following location:
 - New driveway entrance on Loop Road (center's west perimeter). The proposed pylon sign will be 55 feet high, approximately 90 square feet, and allow up to six tenant spaces.

The center's existing 35-foot high, 100 square-foot pylon sign facing McKinley Street is being removed due to the construction of the roadway improvements on McKinley Street.

The amendment proposed for the freeway pylon sign is solely for Planning Area 7A within the Support Commercial District, and would not be applicable to other properties in the SC District.

ANALYSIS:

The amendments proposed by the applicant are shown below. Deleted text is shown in red with a strikethrough and added text in blue and underlined.

"Section 4.5.10 SIGNS

Signs shall be regulated and controlled as specified under Section 17.74 of the Corona Municipal Code for the SC District properties; except for modifications as herein stated:....

C. The maximum area of parcel identification sign shall be 100 square feet and may list up to six (6) tenants, unless as specified below.

I. The following signage is permitted in the SC District within those portions of Planning Area 7A located east of McKinley Street, south of the Riverside Freeway and north of Sampson Avenue: 1) One (1) pylon center identification sign may be constructed along the Riverside Freeway frontage; the maximum height of the sign shall be ~~fifty (50)~~ seventy (70) feet (~~SPA-90-8 and SPA02-006~~) and shall not exceed a maximum face area of ~~200~~ 350 square feet. The sign area can be a static copy and/or electronic message center. 2) A pylon sign allowed pursuant to CMC Chapter 17.74 shall not exceed a height of fifty-five (55) feet."

The increased height of the sign correlates with a proportionately larger sign area, both of which provide better visibility of tenant names from the freeway. While the applicant's proposed freeway sign is 70 feet tall, the 91 Freeway is elevated by approximately 27 feet from the grade elevation of the commercial center where the sign is proposed. As such, only 43 feet of the sign's upper section will be visible from the freeway.

The Northeast Corona Specific Plan does not currently limit the maximum number of tenants that can be advertised on commercial signs in the Support Commercial (SC) land use designation, therefore the sign regulations fall back on the Municipal Code, which limits the number of static, tenant signs to four. The applicant is proposing to allow static tenant signs of up to six on the monument and pylon signs. Staff reviewed the sign regulations for various commercial zones that are regulated by the Municipal Code and specific plans, and the number of tenants that are allowed on a monument or pylon sign range vastly from 3 to 11 tenants. Staff believes the applicant's request is consistent with other commercial zones.

Maintaining the shopping center's visibility to commuters is an appropriate consideration, given that the center is expected to be impacted by the McKinley Grade Separation Project. The amendment will also help keep the Los Arcos Plaza competitive with other shopping centers in proximity to the project site, and potentially help keep tenant vacancy low, as the amendment will increase the exposure of the center's tenants.

FINANCIAL IMPACT:

The applicant paid the application processing fees of \$3,893.28 to cover the cost of the Specific Plan Amendment.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 (Existing Facilities, Class 1) of the California Environmental Quality Act (CEQA) and Section 3.27 of the City of Corona adopted Local Guidelines for Implementing CEQA. The proposed text amendment to the Northeast Corona Specific

Plan involves a negligible expansion of the signage regulations that will not have an impact on the environment. Therefore, no environmental analysis is required.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of August 21, 2023, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Siqueland/Sherman) and carried with Commissioner Woody voting "No" that the Planning and Housing Commission find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and recommend approval of SPA2022-0006 to the City Council, based on the findings contained in the staff report and conditions of approval. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Ordinance No. 3375
2. Exhibit 2 - Locational and zoning map
3. Exhibit 3 - Planning and Housing Commission staff report
4. Exhibit 4 - Minutes of the Planning and Housing Commission meeting of August 21, 2023

ORDINANCE NO. 3375

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, APPROVING AN AMENDMENT TO THE NORTHEAST CORONA SPECIFIC PLAN (SP81-2) TO: (1) AMEND SECTION 4.5.10(C) TO ALLOW UP TO SIX TENANTS TO BE ADVERTISED ON A PARCEL IDENTIFICATION SIGN; AND (2) AMEND SECTION 4.5.10(I) TO INCREASE THE MAXIMUM ALLOWABLE SIGN AREA AND SIGN HEIGHT AND ALLOW ELECTRONIC MESSAGE CENTER ON FREEWAY PYLON SIGNS AND TO ALLOW PYLON SIGNS UP TO A HEIGHT OF 55 FEET WITHIN PLANNING AREA 7A IN THE SUPPORT COMMERCIAL DISTRICT (SPA2022-0006).

WHEREAS, on June 26, 2023, the Planning and Housing Commission of the City of Corona (“Planning Commission”) recommended that the City Council of the City of Corona (“City Council”) approve SPA2022-0006, an amendment to Section 4.5.10 (Signs) of the Northeast Corona Specific Plan (SP81-2) to: (1) increase the maximum allowable sign area and sign height and to permit electronic message center on freeway pylon signs within Planning Area 7 in the Support Commercial District; and (2) allow up to six (6) tenants to be advertised on a parcel identification sign within the Support Commercial District; and

WHEREAS, on July 21, 2023, the applicant requested to amend its application for SPA2022-0006 to also allow pylon signs within Planning Area 7A in the Support Commercial District up to a maximum height of 55 feet; and

WHEREAS, on August 21, 2023, the Planning Commission considered SPA2022-0006 as amended and recommended that the City Council of the City of Corona (“City Council”) approve SPA2022-0006, an amendment to Section 4.5.10 (Signs) of the Northeast Corona Specific Plan (SP81-2) to: (1) increase the maximum allowable sign area and sign height and permit electronic message center on freeway pylon signs within Planning Area 7 in the Support Commercial District; (2) to allow pylon signs up to 55 feet in height within Planning Area 7 in the Support Commercial District; and (3) allow up to six (6) tenants to be advertised on a parcel identification sign within the Support Commercial District (the “Amendment”); and

WHEREAS, the Planning Commission based its recommendation to adopt the Amendment on the findings set forth below and a determination that there is no possibility that the Amendment will have a significant effect on the environment and, thus, is exempt from the requirements of the California Environmental Quality Act; and

WHEREAS, on September 20, 2023, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Amendment were heard and the Amendment was comprehensively reviewed.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Amendment, the City Council has reviewed and considered the information contained in the preliminary exemption assessment and the administrative records for this Amendment, including all written and oral evidence. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds this action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that the minor alteration of existing public or private structures or facilities involving negligible or no expansion of existing or former use is exempt from CEQA. This action is a text amendment to the Northeast Corona Specific Plan that would allow minor alterations in the development standards for signage within an existing 4.4-acre commercial center and would involve negligible expansion of uses that are already authorized within the specific plan. Therefore, no environmental analysis is required.

SECTION 2. Zoning Findings. Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. SPA2022-0006 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with General Plan Land Use Policy LU-5.1, which is intended to promote the revitalization of a commercial district in a manner that is distinguished by the physical design, image, effectiveness in nurturing community socialization and economic activity, and perception as valued places, in that the proposed sign regulations will facilitate an improvement and architectural enhancement to an existing commercial center.

(ii) This Amendment is consistent with General Plan Land Use Policy LU-5.9, which requires adherence and implementation of the design and development guidelines of specific plans, in that SPA2022-0006 will provide modified sign regulations to be implemented and adhered to within the Support Commercial District.

B. SPA2022-0006 provides for development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reason:

(i) This Amendment involves development criteria for commercial center signage that will ensure compatibility with existing development and/or structures within the center and will result in signage that is more appropriate for the center.

C. SPA2022-0006 provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:

(i) This Amendment involves an amendment to existing sign standards within the Northeast Corona Specific Plan for commercial center signage and does not affect the infrastructure that has been planned, constructed or required as part of the Northeast Corona Specific Plan.

D. SPA2022-0006 provides for the appropriate orientation and relationship between land uses within and adjacent to the Subject Property for the following reasons:

(i) This Amendment provides commercial center signage in a manner that is compatible in scale to other commercial centers having visibility and frontage along the City's freeway corridors

SECTION 3. Approval of the Amendment (SPA2022-0006). The Amendment to the Northeast Corona Specific Plan (SP81-2) (SPA2022-0006) is hereby approved. The text of the Northeast Corona Specific Plan (SP81-2) is hereby amended as shown in Exhibit "A" attached to this Ordinance and incorporated herein by reference.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Corona, located at 400 S. Vicentia Avenue, Corona, California. Joanne Coletta, Planning and Development Director, is the custodian of the record of proceedings.

SECTION 5. Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 20th day of September 2023 and thereafter at a regular meeting held on the 4th day of October, 2023, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 4th day of October, 2023.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

**AMENDMENT TO THE
TEXT OF THE
NORTHEAST CORONA SPECIFIC PLAN (SP81-2)**

Subsection (C) of Section 4.5.10 (Signs) of the Northeast Corona Specific Plan (SP81-2) is hereby amended in its entirety to read as follows:

- C. The maximum area of parcel identification sign shall be 100 square feet and may list up to six (6) tenants, except as specified below.

Subsection (I) of Section 4.5.10 (Signs) of the Northeast Corona Specific Plan (SP81-2) is hereby amended in its entirety to read as follows:

- I. The following signage is permitted in the SC District within those portions of Planning Area 7A located east of McKinley Street, south of the Riverside Freeway and north of Sampson Avenue: One (1) pylon center identification sign may be constructed along the Riverside Freeway frontage; the maximum height of the sign shall be seventy (70) feet and shall not exceed a maximum face area of 350 square feet. The sign area can be static copy and/or electronic message center.
2) A pylon sign allowed pursuant to CMC Chapter 17.74 shall not exceed a height of fifty-five (55) feet.



Staff Report

File #: 23-0758

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/04/2023

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:

ACCEPTANCE OF THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM FEDERAL GRANT AWARD

EXECUTIVE SUMMARY:

This staff report asks City Council to accept the State of California Office of Traffic Safety Selective Traffic Enforcement Program Federal Grant Award of \$149,000 and appropriate the funds for the purchase of equipment, supplies, and project overtime in support of the program.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the acceptance of the State of California Office of the Traffic Safety Selective Traffic Enforcement Program Federal Award Grant number PT24050 of \$149,000 for Local Law Enforcement Agencies.
- b. Appropriate \$149,000 of one-time money from the unappropriated General Fund Balance to the Police Department's operating budget to be reimbursed from the State of California Office of Traffic Safety and increase the General Fund estimated revenue by the same amount for the program award.
- c. Authorize the City Manager, or his designee, to execute any required grant documents that are in compliance with the City Council's actions hereunder.

BACKGROUND & HISTORY:

The Office of Traffic Safety Selective Traffic Enforcement Program provides grant funding for specific projects that address the priorities of the Selective Traffic Enforcement Program. This program utilizes best practice strategies to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. Specific projects addressing these priorities include: driving under the influence saturation patrols, sobriety checkpoints, collaborative driving

under the influence enforcement, traffic safety education including Drive for Life, distracted driving enforcement, traffic enforcement, bicycle and pedestrian enforcement, collaborative traffic enforcement, street racing and sideshow enforcement operations, and motorcycle safety enforcement.

The Police Department has successfully applied for funding from the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program for Local Law Enforcement Agencies.

ANALYSIS:

This grant will support the Office of Traffic Safety’s priority program areas outlined above. In addition, the City of Corona’s Police Department will participate in and report data for various campaigns, such as the Distracted Driving Awareness Month in April 2024 and participate in the statewide Click It or Ticket mobilization period in May 2024.

The grant will also provide some DUI checkpoint equipment and supplies and authorizes training costs. The training funding will allow four officers to attend Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) classes. One officer is authorized to attend the Drug Recognition Expert (DRE) Training, and one officer will attend the DRE Recertification training.

The grant is a one-time award for General Fund reimbursement of equipment, designated training, and project overtime in support of the program. The grant performance period is from October 1, 2023, to September 30, 2024.

The City Attorney has reviewed and approved as to form the proposed Grant Agreement.

FINANCIAL IMPACT:

Approval of the recommended actions will result in an appropriation of \$149,000 from the unappropriated General Fund Balance to the Police Department’s operating budget to be reimbursed from the State of California Office of Traffic Safety and an increase in General Fund estimated revenues by the same amount for the program award. Expenditures will be reimbursed to the General Fund after submitting the quarterly claim amounts in that period. There is no cash match requirement. Any remaining budget from Fiscal Year 2024 will carry forward into Fiscal Year 2025.

<u>Police Department</u>	<u>Grant Award</u>
Estimated Overtime Enforcement	\$134,646
Training	4,999
<u>DUI Equipment and Supplies</u>	<u>9,355</u>
Total	\$149,000

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is

File #: 23-0758

no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action of direct enforcement is minimal and there is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: MICHELLE ADAMS, MANAGEMENT ANALYST II

REVIEWED BY: ROBERT NEWMAN, CHIEF OF POLICE

Attachments:

1. Exhibit 1 - State of California Office of Traffic Safety Grant Agreement PT24050

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Corona	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Corona Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$149,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Daniel Hackett TITLE: Traffic Sergeant EMAIL: daniel.hackett@coronaca.gov PHONE: (951) 739-4885 ADDRESS: 730 Public Safety Way Corona, CA 92878-4002 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>	B. AUTHORIZING OFFICIAL ADDRESS: Robert Newman Police Chief robert.newman@coronaca.gov (951) 817-5787 730 Public Safety Way Corona, CA 92878-4002 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>
C. FISCAL OFFICIAL ADDRESS: Michelle Adams Management Analyst II michelle.adams@coronaca.gov 951-817-5727 730 Public Safety Way Corona, CA 92878-4002 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> (Signature) (Date) </div>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: JCVFXGCJ8BK8 REGISTERED ADDRESS: 400 S. Vicentia Ave. CITY: Corona ZIP+4: 92882-2187
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$29,580.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$21,080.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$57,420.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$40,920.00
					AGREEMENT TOTAL	\$149,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$149,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					\$149,000.00	

GRANT AGREEMENT

Schedule A

1. PROBLEM STATEMENT

The City of Corona's population is 159,377, per the United States Census Bureau 2021. Since the year 2000, the population has increased approximately 27.5 %, or about 34,000 residents according to census data. The population increase over the last two decades in Corona and surrounding communities has led to a rise in crashes involving vehicles, bicyclists, and pedestrians throughout the city. A factor associated with the increase of the population and subsequent crashes, is the City of Corona's central location and ease of access through Interstate 15 and State Route 91. In addition, State Route 71 borders the city to the west. Citizens throughout Corona and from the communities to the east and south commute to and from Orange County, Los Angeles County, San Diego County, and San Bernardino County. This centralized location, combined with affordable housing, has made it very appealing to working class families. The City of Corona has historically ranked as among the worst in the state and nation for commute times, averaging around 36 minutes each way according to the United States Census Bureau in 2020. In addition, the City of Corona experiences pass-through traffic that utilizes the main corridor roadways to bypass the SR-91 and I-15, which also contributes to the traffic issues. The City of Corona encompasses a total of 39.2 square miles.

Several major improvement projects to widen the 91 and 15 freeways where they pass through the City of Corona have recently been completed, but traffic issues remain as the regional population increases and subsequent commuter traffic is too much for the freeway to handle. In 2021 construction began on the 15/91 Express lanes connector. This project has an anticipated end of construction some time in 2023.

The McKinley Street grade separation project began in 2022 to address traffic being stopped 2 hours and 35 minutes cumulatively every day while the gate is down for passing trains. Construction extends from the SR-91 interchange on the north side to Magnolia Avenue on the south side. Traffic will be severely impacted during the construction period, and it is anticipated there will be a significant impact on commuters. The project is expected to be finished in 2024.

The 71/91 Interchange serves as a gateway between Riverside, Orange, and San Bernardino Counties and is a vital link for commuters and freight vehicles that travel along the 91 and the 71.

The freeway project will replace the existing single-lane loop connector between eastbound 91 and northbound 71 with a new, two-lane, direct connector ramp and build an eastbound 91 auxiliary lane to improve access to the new direct connector to northbound 71. In addition, it will also realign the eastbound 91 on-ramp from Green River Road to improve access to the 71/91 Interchange and realign the southbound 71 to create space for the new direct connector. This project will require full shutdowns of the 91 freeway and construction will start in 2023 and is anticipated to be completed in 2025.

Due to the continued construction and increase in commuter traffic, there has been a rise in distracted drivers utilizing social media apps, such as Google Maps and Waze, to cut through the city, and drivers not obeying traffic control devices and signs. Distracted driving is not isolated to Corona, it has become an inherent problem nationwide. There has been an increase in traffic crashes involving distracted drivers.

During the last 5-year period ending in 2022, Corona experienced 2,086 injury traffic crashes from 2,213 during the previous five-year period (it should be noted that due to the calendar year 2022 just finishing, there may be crashes not completed or entered into the system yet). In 2022, Corona experienced 35 fatal traffic crashes versus 21 in 2018. This is a 67% increase in fatalities in 2022 compared to 4 years ago.

Alcohol continues to be a problem with 13 of the 35 fatal crashes in the past 5 years being alcohol related. Alcohol and drug related traffic crashes continue to be a significant matter in the City of Corona. There were about 786 crashes between 2018 and 2022 where alcohol and/or drugs were involved, with approximately 235 causing injury and 15 fatalities (total crashes decreased while injury crashes remained equivalent, and fatalities increased). While our efforts have had an impact, alcohol/drug related crashes continue to account for 43% of fatalities.

Pedestrian, bicycle, and motorcycle related crashes continue to be a concern in Corona. Between 2018 and 2022 there were 466 total crash involving pedestrians (203), bicycles (120) and motorcycles (143). During the same time-period, injuries were sustained in 172 pedestrian, 93 bicycle, and 96 motorcycle crashes. There were 7 pedestrian, 3 bicycle and 8 motorcycle fatalities. In the previous 5-year period ending in 2017, there were only small changes in the number of crashes (increase by 23) and injuries (increase by 35) and an increase in fatalities (10). Between 2018 and 2023 there was an overall decrease in pedestrian (from 226 to 203) and bicycle (from 156 to 120) crashes and an increase in motorcycle crashes (from 61 to 143).

Continued funding from OTS has enabled the City of Corona to mitigate many traffic concerns and in many cases accomplish and exceed the performance measures. The City of Corona Police Department also participates in several presentations and events for youth and adults that address alcohol and drug related driving including Drive4Life, and other smaller presentations.

Due to COVID, we have not participated in the MADD/VIP classes as we have in years past, but the meetings were recently started, and an officer attended in January 2023. We plan to continue our participation. Over the last decade budgets have been tightened, with the City of Corona as no exception. This has resulted in a reduction in personnel overall and in the Traffic Bureau. Over the last decade the Traffic Bureau has lost 3 traffic investigators, 1 Sergeant and several civilian staff. In 2022, the Traffic Bureau filled two motor positions. We continue to provide excellent service to the community and as demonstrated, are actively pursuing activities and personnel to accomplish our mission of reducing injuries and fatal crashes.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10

3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
9. Conduct DUI Saturation Patrol operation(s).	18
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	18
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	10
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	8
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
15. Participate in highly visible collaborative DUI Enforcement operations.	2
16. Participate in highly visible collaborative Traffic Enforcement operations.	3
17. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	4
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted in the first quarter. All grant related purchases needed to implement the program should be made in the first quarter. In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <p>Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the</p>	

November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$87,000.00		
402PT-24	20.600	State and Community Highway Safety	\$62,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-24	\$9,000.00	6	\$54,000.00	
DUI Saturation Patrols	164AL-24	\$1,227.00	18	\$22,086.00	
Collaborative DUI Enforcement	164AL-24	\$950.00	2	\$1,900.00	
Benefits for 164AL OT @ 3.05%	164AL-24	\$77,986.00	1	\$2,379.00	
Traffic Enforcement	402PT-24	\$1,000.00	18	\$18,000.00	
Distracted Driving	402PT-24	\$1,000.00	8	\$8,000.00	
Motorcycle Safety	402PT-24	\$1,000.00	10	\$10,000.00	
Street Racing and Sideshow Enforcement Operations	402PT-24	\$1,000.00	4	\$4,000.00	
Pedestrian and Bicycle Enforcement	402PT-24	\$1,000.00	8	\$8,000.00	
Collaborative Traffic Enforcement	402PT-24	\$950.00	3	\$2,850.00	
Traffic Safety Education	402PT-24	\$456.00	4	\$1,824.00	
Benefits for 402PT OT @ 3.05%	402PT-24	\$52,674.00	1	\$1,607.00	
Category Sub-Total					\$134,646.00
B. TRAVEL EXPENSES					
In State Travel		402PT-24	\$4,999.00	1	\$4,999.00
					\$0.00
Category Sub-Total					\$4,999.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-24	\$3,910.00	1	\$3,910.00	
Portable Light Tower	164AL-24	\$2,725.00	1	\$2,725.00	
Computer or Tablet	402PT-24	\$2,720.00	1	\$2,720.00	
Category Sub-Total					\$9,355.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
GRANT TOTAL					\$149,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @ 3.05% - Benefit breakdown: Medicare 3% Unemployment .05% Total Benefits: 3.05%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Benefits for 402PT OT @ 3.05% - Benefit breakdown: Medicare 3% Unemployment .05% Total Benefits: 3.05%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator, battery, cart, and accessories.

Computer or Tablet - For use in tracking or conducting grant activities and producing required reports. Costs may include a desktop computer, monitor, laptop, tablet, printer, software and accessories.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

9/14/2023 9:11:07 AM

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—
PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT24050
Agency Name:	Corona Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$149,000.00
Authorizing Official:	Robert Newman
Fiscal Official:	Michelle Adams
Grant Director:	Daniel Hackett

CURRENT GEMS USER(S)

1. Michelle Adams

Title: Management Analyst II
Phone: 951-817-5727
Email: michelle.adams@coronaca.gov

Media Contact: No

2. Daniel Hackett

Title: Traffic Sergeant
Phone: (951) 739-4885
Email: daniel.hackett@coronaca.gov

Media Contact: Yes

3. LaShayla Jones

Title: Accounting/Grants Specialist
Phone: (951) 736-2337
Email: lashayla.jones@coronaca.gov

Media Contact: No

4. Bryan Snow

Title: Sergeant
Phone: (951) 739-4885
Email: bryan.snow@coronaca.gov

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by:		Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
Signature		Name	
		Grant Director	
Date		Title	



Staff Report

File #: 23-0763

**REQUEST FOR CITY COUNCIL AND
CORONA HOUSING AUTHORITY ACTION**

DATE: 10/04/2023

TO: Honorable Mayor and City Council Members
Honorable Chairman and Board of Commissioners

FROM: Economic Development Department

SUBJECT:

THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT AMONG THE CITY, CORONA HOUSING AUTHORITY, REST AREA, LLC. AND SUN CIRCLE, LLC. AND AMENDED AND RESTATED LICENSE AGREEMENT WITH REST AREA, LLC.

EXECUTIVE SUMMARY:

This staff report asks the City Council and Corona Housing Authority to consider a Third Amended and Restated Disposition and Development Agreement among the City, Corona Housing Authority, Rest Area, LLC., and Sun Circle, LLC. for the bifurcation of the North and South Corona Mall projects. It also asks the City Council to consider a First Amended and Restated License Agreement for the use of the South Mall parking lot for outdoor patio seating in order to remove the City's obligation to reimburse up to \$200,000 in tenant improvement costs.

RECOMMENDED ACTION:

That the City Council:

- a. Approve and authorize the City Manager to execute the Third Amended and Restated Disposition and Development Agreement among the City, Corona Housing Authority, Rest Area, LLC., and Sun Circle, LLC., contingent upon receipt by City of the properly executed grant deed for the North Mall Property.
- b. Approve and authorize the City Manager to execute the First Amended and Restated License Agreement with Rest Area, LLC to remove the \$200,000 Tenant Improvement Credit.

That the Corona Housing Authority approve and authorize the Executive Director to execute the Third Amended and Restated Disposition and Development Agreement among the City, Corona Housing Authority, Rest Area, LLC. and Sun Circle, LLC., contingent upon receipt by Authority of the

properly executed grant deed for the North Mall Property.

BACKGROUND & HISTORY:

On May 17, 2017, the City and the Housing Authority entered into a Disposition and Development Agreement (“DDA”) with Lab Holding, LLC (“Developer”), for the Developer’s acquisition and development of the 17 parcels of real property owned by the Corona Housing Authority (“Corona Mall Property”), as well as an option to acquire and develop 9 parcels of real property owned by the City of Corona that are currently used for parking and common area purposes (“City Option Property”). On May 15, 2019, a first amendment to the DDA was approved to allow for additional flexibility in assigning or transferring the rights under the DDA. As a result of approving the first amendment, the Developer transferred the properties to Sun Circle, LLC, which holds ownership of the Authority North Mall Property and to Rest Area, LLC, which holds ownership of the Authority South Mall Property.

As a result of the COVID-19 pandemic and its negative impact on the commercial development market, the developer asked the City to adjust the performance schedules for the North and South Mall. Therefore, on August 19, 2020, the Council approved Amendments 2A and 2B to the DDA. These amendments adjusted the Schedule of Performance which imposes certain obligations on the Developer to develop the Corona Mall Property, including the exploration of a Business Improvement District. The amendments also extended the city’s maintenance obligations on the North Mall properties.

ANALYSIS:

The Developer has made notable progress on the South Mall properties which are on track for completion in 2024, and anticipated to bring approximately 23,000 square feet of new retail and restaurant uses. Ongoing conversations between Staff and Developer regarding the development of the North Mall properties have identified a number of obstacles to the project for the Developer. Therefore, staff is proposing a Third Amended and Restated Disposition and Development Agreement which include an adjusted Schedule of Performance for the South Mall property, and removal of the obligation to develop the North Mall properties. The Third Amendment also requires that the Developer transfer back to the City/Authority the North Mall Property upon the City/Authority’s release of the Authority North Mall Property Promissory Note.

Staff is currently analyzing product types that would be feasible for the development of the North Mall properties, and will present these findings to the City Council at a future date for feedback and direction. Additionally, staff is requesting that the City Council consider a First Amendment to a license agreement for use of City property in the South Mall. Council approved a License Agreement for LAB’s use of a portion of the South Mall parking lot for outdoor patio/dining space. Originally, Council approved an up to \$200,000 credit for tenant improvements (T.I.) made to the City owned property. This amendment will remove the \$200,000 T.I. credit. LAB will continue to pay fair market rent for the use of this space.

FINANCIAL IMPACT:

The Corona Housing Authority financed the purchase price of the Authority North Mall property as well as Authority South Mall property. The total purchase price of the Corona Housing Authority Properties was \$1,860,000, of which \$970,000 was for the Authority North Mall properties and \$890,000 for the Authority South Mall properties. The purchase price will be adjusted to remain \$890,000 for the South Mall and the promissory note for the North Mall will revert to the Developer in exchange for a reacquisition of the Authority North Mall property.

ENVIRONMENTAL ANALYSIS:

This action before Council is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the Guidelines for CEQA, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely amends a development agreement to remove property and to update the schedule of performance, as well as to amend a license agreement to remove funding reimbursement, and as such there is no possibility that taking these actions will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JESS GARCIA, ECONOMIC DEVELOPMENT ADMINISTRATOR

REVIEWED BY: JESSICA GONZALES, ECONOMIC DEVELOPMENT DIRECTOR

Attachments:

1. Exhibit 1 - Site Map
2. Exhibit 2 - Proposed Third Amended and Restated DDA (clean)
3. Exhibit 3 - Proposed Third Amended and Restated DDA (redline)
4. Exhibit 4 - Proposed First Amended and Restated License Agreement (clean)
5. Exhibit 5 - Proposed First Amended and Restated License Agreement (redline)



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Corona Mall

Data Source: City of Corona IT/GIS, ESRI
 Created by: City of Corona IT / GIS

0 95190 380 570
 US Feet

- LEGEND**
- City Owned Parking Lots
 - DDA Properties
 - LAB Privately Acquired Properties
 - Privately Owned
 - Parcels

CORONA HOUSING AUTHORITY AND CITY OF CORONA

**THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

1. PARTIES AND DATE.

This THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of this 4th day of October, 2023, by and among REST AREA, LLC, a California limited liability company (“**Developer**”), SUN CIRCLE, LLC, a California limited liability company (“**Sun Circle**”), the CITY OF CORONA, a California municipal corporation (“**City**”) and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”). Developer, City and Authority are sometimes individually referred to herein as “Party” and collectively as “Parties” throughout this Agreement.

This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by City’s and Authority’s governing body or its delegated representative and signed by all Parties (“**Effective Date**”).

2. RECITALS.

2.1 Disposition and Development Agreement. City, Authority and Developer’s and Sun Circle’s predecessor in interest, LAB Holding, LLC, a California limited liability company (“**LAB Holding**”), previously entered into that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated May 17, 2017 (“**Development Agreement**”).

2.2 First Amendment to DDA. City, Authority and LAB Holding then entered into that certain First Amendment to the Development Agreement, dated May 15, 2019 (“**First Amendment**”), in order to modify Lab Holding’s assignment rights under the Development Agreement. Public notice of the Development Agreement and First Amendment was provided by recordation of that certain Memorandum of Agreement Containing Covenants Affecting Real Property on June 4, 2019 as Document No. 2019-0200094.

2.3 Assignment and Assumption Agreement (Sun Circle) – North Mall Property. On or about August 20, 2019, LAB Holding assigned to Sun Circle and Sun Circle assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority North Mall Property.

2.4 Assignment and Assumption Agreement (Developer) – South Mall Property. On or about August 20, 2019, LAB Holding assigned to Developer and Developer assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority South Mall Property.

2.5 Amendment 2A to DDA (Developer) – South Mall Property. City, Authority and Developer then entered into that certain Amendment 2A to the Development Agreement, dated August 19, 2020 (“**Amendment 2A**”), in order to modify the schedule of performance for the Authority South Mall Property and to grant to Developer an option to purchase the South Mall Option Property.

2.6 Amendment 2B to DDA (Sun Circle) – North Mall Property. City, Authority and Sun Circle then entered into that certain Amendment 2B to the Development Agreement, dated August 19, 2020 (“**Amendment 2B**”), in order to modify the Developer’s maintenance obligations for the City Option Property and to establish additional obligations for the City with respect to the formation of a new BID for the Authority Mall Property.

2.7 Authority North Mall Property & City Option Property. Authority had been the fee owner of certain real property generally located at the northeast corner of South Main Street and East Sixth Street, Corona, County of Riverside, California consisting of approximately 1.55 acres (67,732 square feet), as described and depicted in **Exhibit “A”** attached to this Agreement and incorporated herein by this reference (“**Authority North Mall Property**”). City is also the fee owner of certain real property generally located at the northeast corner of South Main Street and East Sixth Street, Corona, County of Riverside, California consisting of approximately 6.69 acres (291,416 square feet), as also described and depicted in **Exhibit “A”** attached to this Agreement and incorporated herein by this reference (“**City Option Property**”). The City Option Property consists of the **City Parking Lots** and **City Common Areas**, and these properties were subject to an Option to Purchase Agreement (City Parking Lots Option Property – Corona Mall) and an Option to Purchase Agreement (City Common Areas Option Property – Corona Mall), both dated as of December 13, 2021.

2.7.1 Prior Acquisition of North Mall Property by Lab Holding/Sun Circle. Pursuant to the Development Agreement, Lab Holding acquired the Authority North Mall Property and entered into the following documents with Authority: (i) Authority North Mall Property Promissory Note; (ii) Allonge to Authority North Mall Property Promissory Note; and (iii) Authority North Mall Property Deed of Trust (“Original Authority North Mall Property Acquisition Documents”). Lab Holding subsequently assigned all of its rights, duties and obligations under the Original Authority North Mall Property Acquisition Documents to Sun Circle and executed a grant deed transferring the Authority North Mall Property to Sun Circle. Sun Circle then entered into the following documents with Authority, which documents superseded the Original Authority North Mall Property Acquisition Documents: (i) Authority North Mall Property Promissory Note; and (ii) Authority North Mall Property Deed of Trust (“Current Authority North Mall Property Acquisition Documents”).

2.7.2 Current Reacquisition of North Mall Property by Authority. As partial consideration for the execution of this Agreement, Sun Circle is transferring back to the Authority the Authority North Mall Property solely upon the Authority’s release of the Authority North Mall Property Promissory Note and the Allonge to Authority North Mall Property Promissory Note, with any and all interest payments that Lab Holding and/or Sun Circle has paid or has been obligated to pay to Authority under the Authority North Mall Property Promissory

Note and/or the Allonge to Authority North Mall Property Promissory Note, up through and including September 30, 2023, being forfeited to and to be retained by the Authority. Reference herein to the Authority North Mall Property shall include all of Lab Holding's and/or Sun Circle's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority North Mall Property.

2.8 Authority South Mall Property. Authority had been the fee owner of certain real property generally located at the southwest corner of East Sixth Street and South Ramona Avenue, Corona, County of Riverside, California consisting of approximately 0.42 acres (18,295 square feet), as described and depicted in **Exhibit "B"** attached to this Agreement and incorporated herein by this reference ("**Authority South Mall Property**"). Reference herein to the Authority South Mall Property shall include all of the Authority's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority South Mall Property.

2.8.1 Prior Acquisition of South Mall Property by Lab Holding/Developer. Pursuant to the Development Agreement, Lab Holding acquired the Authority South Mall Property and entered into the following documents with Authority: (i) Authority South Mall Property Promissory Note; (ii) Allonge to Authority South Mall Property Promissory Note; and (iii) Authority South Mall Property Deed of Trust ("Original Authority South Mall Property Acquisition Documents"). Lab Holding subsequently assigned all of its rights, duties and obligations under the Original Authority South Mall Property Acquisition Documents to the Developer and executed a grant deed transferring the Authority South Mall Property to Developer. Developer then entered into the following documents with Authority, which documents superseded the Original Authority South Mall Property Acquisition Documents: (i) Authority South Mall Property Promissory Note; and (ii) Authority South Mall Property Deed of Trust ("Current Authority South Mall Property Acquisition Documents").

2.9 Original Development Agreement. The Development Agreement, First Amendment, Amendment 2A and Amendment 2B may be collectively referred to as the "Original Development Agreement" throughout this Agreement.

2.10 Project. Developer acquired the Authority South Mall Property for the purpose of rehabilitation and new development for commercial and mixed use purposes ("**Project**").

2.11 South Mall Option Property. City is currently the fee owner of certain real property generally located at the southwest corner of East Sixth Street and South Main Street, Corona, California identified as Assessor's Parcel Number 117-183-004, which is approximately 0.67 acres ("**Parcel One**") and Assessor's Parcel Number 117-191-019, which is approximately 2.22 acres ("**Parcel Two**"). Parcel One and Parcel Two are collectively referred to herein as the "**City South Mall Property**" and is described and depicted in **Exhibit "C"** attached to this Agreement and incorporated herein by this reference. The City South Mall Property is currently used for parking and vehicular ingress/egress purposes. Developer desires to acquire options to purchase from the City certain portions of the City South Mall Property, consisting of approximately 3,075 square feet of Parcel One ("**Parcel One Acquisition**") as described and

depicted in **Exhibit “C”** attached to this Agreement and incorporated herein by this reference, and approximately 4,688 square feet of Parcel Two (“**Parcel Two Acquisition**”) as described and depicted in **Exhibit “C”** attached to this Agreement and incorporated herein by this reference. Parcel One Acquisition and Parcel Two Acquisition are collectively referred to in this Agreement as the “**South Mall Option Property**” and shall include all of the City’s right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the South Mall Option Property.

2.12 Option to Acquire South Mall Option Property. Developer also desires to acquire an option to purchase the South Mall Option Property for the Project pursuant to the terms and conditions set forth in this Agreement.

2.13 Authority Findings. Pursuant to Health and Safety Code Sections 34315(e) and 34312.3(b), the Authority has determined that the disposition of the Authority Mall Property will further the Authority’s purpose of providing safe and sanitary dwelling accommodations for persons of low income in that the sale of the Authority Mall Property at the fair market value paid by the Authority will generate sale proceeds that will be deposited into the Authority’s housing fund to be used for the development, rehabilitation or financing of housing projects within the City.

2.14 City Findings. City has determined that the development of the Project pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of the City’s taxpayers and residents. Pursuant to Government Code Section 37350, implementation of this Agreement will further the common benefit because it will facilitate and encourage new development in the downtown area and will provide needed and desirable retail establishments for the community.

2.15 Developer. All references to “Developer” in this Agreement shall be deemed to refer to Rest Area, LLC and any authorized (and, if applicable, approved) successor in interest to Rest Area, LLC that acquires its interest consistent with Section 3.8.2.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

3. TERMS.

3.1 Purchase Price. The total purchase price for the Authority South Mall Property is Eight Hundred Ninety Thousand Dollars (\$890,000) (“**Authority South Mall Property Purchase Price**”).

3.2 Earnest Money Deposit. Developer has paid to Authority a Deposit equal to Eighty-Nine Thousand Dollars (\$89,000) (“**Authority South Mall Property Deposit**”), which has been credited towards the Authority South Mall Property Purchase Price.

3.3 Authority Financing of Authority South Mall Property Purchase Price.

3.3.1 Authority Financing of Authority South Mall Property Purchase Price.

A. Promissory Note & Deed of Trust. Authority has agreed to finance the Authority South Mall Property Purchase Price, less the Authority South Mall Property Deposit provided for in Section 3.2, in the total amount of Eight Hundred One Thousand Dollars (\$801,000) (“**Authority South Mall Property Financed Amount**”), which has been evidenced by the Promissory Note attached hereto as **Exhibit “D”** and incorporated herein by this reference (“**Authority South Mall Property Promissory Note**”) and the Deed of Trust attached hereto as **Exhibit “E”** and incorporated herein by reference (“**Authority South Mall Property Deed of Trust**”). The terms of the Authority South Mall Property Promissory Note and Authority South Mall Property Deed of Trust include the principal of the Authority South Mall Property Financed Amount and interest at two and one-half percent (2.5%) per annum, which, in light of market conditions, the Authority determined to be a reasonable rate of return. As provided in the Authority South Mall Property Promissory Note, Developer was to make interest only monthly payments in the amount of One Thousand Six Hundred Sixty-Eight Dollars and 75/100 (\$1,668.75) for a period of twenty-four (24) months commencing on the first date of the thirty-seventh (37th) month following the Closing Date with one (1) final “balloon” payment in the amount of Eight Hundred One Thousand Dollars (\$801,000) plus accrued interest in the amount of Sixty Thousand Seventy-Five Dollars (\$60,075), both due and payable in the sixtieth (60th) month.

B. Amendment to Authority South Mall Property Promissory Note. The Authority and Developer hereby amend the maturity date of the Authority South Mall Property Promissory Note by deleting Section 3.4 (Maturity Date) in its entirety and replacing it with the following:

“3.4 Maturity Date. Unless due at an earlier time by virtue of the acceleration of the balance hereof in accordance with Section 5 hereof, all unpaid principal shall be due and payable on the earlier of: (a) June 1, 2024; or (b) the date that construction of the Project, as that term is defined in that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated May 17, 2017, on the Authority South Mall Property is completed (“Maturity Date”). Maker shall continue to make the equal monthly interest only payments set forth in Section 3.3 until the Maturity Date.

3.4 Development of Authority South Mall Property; Covenants.

3.4.1 Development Covenant. Developer shall diligently pursue development of the Project pursuant to the Schedule of Performance set forth in **Exhibit “G”** (Schedule of Performance), attached hereto and incorporated herein by reference (“**Development Covenant**”). The Authority’s Executive Director shall have the authority to approve adjustments, deemed by the Executive Director to be reasonable, to the schedule set forth in the Development Covenant.

3.4.2 Anti-Speculation Covenants.

3.4.2.1 Anti-Speculation Covenant. Except as set forth in Section 3.4.2.2 below, Developer shall not transfer, assign, or sell any of its rights or obligations set forth in this Agreement, any portion of the Authority South Mall Property, or any portion of the South Mall Option Property without the prior written consent or approval of Authority (collectively, the “**Anti-Speculation Covenant**”), for the following periods of time:

(A) for the Authority South Mall Property, until June 5, 2028 (120 months after the Closing Date for the Authority Mall Property);

(B) for the South Mall Option Property, until June 5, 2028; and

(C) for any rights and obligations arising under this Agreement not specifically related to the Authority South Mall Property or South Mall Option Property, upon the date such rights and obligations are fully performed or otherwise terminate or expire, as applicable (collectively, the “**Anti-Speculation Period**”).

There shall be no restriction on Developer’s right to transfer, assign, or sell any of its rights or obligations set forth in this Agreement or any portion of the Authority South Mall Property and the South Mall Option Property, if applicable, after the termination or expiration of the applicable Anti-Speculation Period. Any transfer or assignment occurring during the Anti-Speculation Period in violation of the Anti-Speculation Covenant set forth in this Section 3.4.2 shall be null and void and shall be subject to the City’s and the Authority’s remedies set forth in Section 3.5.

3.4.2.2 Pre-Approved Transfers. Notwithstanding Section 3.4.2.1, during the Anti-Speculation Period, Developer shall have the right to transfer, assign, or sell all or any portion of its rights and obligations set forth in this Agreement and/or Developer’s right, title, and interest in and to all or a portion of the Authority South Mall Property and/or the South Mall Option Property, if applicable, only as provided in the following clauses (A)-(H), inclusive (each, a “**Pre-Approved Transfer**”) and, except to the limited extent set forth in Section 3.4.2.3 below, the same shall not require Authority or City approval:

(A) as to the Authority South Mall Property, a transfer, assignment, or sale of fee title to one or a combination of Corona Arts District LLC, a California limited liability company, or any other entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest (herein, the “**Authority South Mall Property Pre-Approved Transferee**”);

(B) a conveyance of a security interest in connection with any Senior Loan, as defined in the Authority South Mall Property Deed of Trust;

(C) a transfer resulting from a foreclosure or conveyance of a deed in lieu of foreclosure by the holder of a Senior Loan, as described in clause (B) above (a “**Holder**”), and any subsequent conveyance by the Holder to a subsequent purchaser for value;

(D) a transfer or assignment in trust by Developer for the benefit of immediate family members of Shaheen Sadeghi, provided that Mr. Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest in said trust, and with the understanding that such a qualifying trust shall qualify as an Authority South Mall Property Pre-Approved Transferee, as applicable;

(E) dedications of portions of the Authority South Mall Property and/or the South Mall Option Property to a public agency or utility company consistent with the Project;

(F) lease of commercial spaces within the Authority South Mall Property to tenants consistent with the applicable City land use regulations governing their uses, provided that fee title of the underlying land subject to each such lease is held by the original Developer, an Authority South Mall Property Pre-Approved Transferee, as applicable, or by an “Approved Discretionary Transferee” (as that term is defined in Section 3.4.2.4 below).

Any proposed transfer, assignment, or sale of all or any portion of Developer’s rights and obligations set forth in this Agreement and/or Developer’s right, title, and interest in and to all or a portion of the Authority South Mall Property and/or the South Mall Option Property during the Anti-Speculation Period that does not qualify as a Pre-Approved Transfer shall be referred to herein as a “**Discretionary Transfer**”.

3.4.2.3 Procedures Applicable to Pre-Approved Transfers. In the event Developer desires to make a Pre-Approved Transfer pursuant to clause (A), (B), or (D) of Section 3.4.2.2, Developer shall provide written notice to the Executive Director of Authority and/or the City Manager of City, as applicable, at least thirty (30) days prior to Developer’s intended date of transfer, assignment or sale. The notice shall specify the name of the intended transferee or assignee and, in addition, Developer shall submit with such notice or as soon as practicable thereafter such supporting information that the Executive Director and/or City Manager, as applicable, may determine to be necessary to enable him/her to verify that the transfer, assignment or sale in fact qualifies as a Pre-Approved Transfer. The Executive Director and/or City Manager shall have the authority on behalf of Authority and/or City, as applicable, to verify that a transfer or assignment is a Pre-Approved Transfer. The Executive Director and/or City Manager shall not unreasonably withhold, condition, or delay his/her approval and the scope of his/her review shall be limited to verifying whether the transfer or assignment qualifies as a Pre-Approved Transfer. Any disapproval by the Executive Director and/or City Manager shall be in writing and shall specify the grounds for disapproval in sufficient detail to enable Developer to submit any additional information reasonably requested by the Executive Director and/or City Manager to resubmit the Pre-Approved Transfer for his/her verification.

3.4.2.4 Procedures Applicable to Discretionary Transfers. In the event Developer desires to make a Discretionary Transfer during the Anti-Speculation Period,

Developer shall provide written notice to the Executive Director of Authority and/or the City Manager of City, as applicable, at least ninety (90) days prior to Developer's intended date of transfer, assignment or sale. The notice shall specify the name of the intended transferee or assignee and, in addition, Developer shall submit with such notice or as soon as practicable thereafter such supporting information that the Executive Director and/or City Manager, as applicable, may determine to be necessary to enable Authority's Board of Directors and/or the City Council of City to consider the request on its merits. When the Executive Director and/or City Manager reasonably determines that Developer has submitted sufficient information to enable Authority's Board of Directors and/or the City Council to evaluate and take action upon Developer's request, the Executive Director and/or City Manager shall promptly submit the request and supporting information to Authority's Board of Directors and/or the City Council, as applicable, for its or their consideration and final decision. Authority's Board of Directors and/or the City Council of City shall not unreasonably withhold, condition, or delay its or their approval. Any disapproval shall specify the grounds for disapproval in sufficient detail to enable Developer to submit any additional or changed information that may be needed for Developer to resubmit its request for further consideration. As used in this Agreement, a transferee or assignee that is approved through the foregoing Discretionary Transfer process is referred to as a **"Approved Discretionary Transferee."**

3.4.2.5 Assignment Documents. Prior to the effective date of any Pre-Approved Transfer pursuant to clauses (A) and (D) (but not clauses (B), (C), or (E)-(F)) of Section 3.4.2.2 and prior to the effective date of any Discretionary Transfer to an Approved Discretionary Transferee approved by the Authority and/or the City, Developer shall be required to deliver to the Executive Director and/or City Manager, as applicable, the following documents:

(A) if the transfer/assignment concerns the Authority South Mall Property, an assignment and assumption agreement executed by both the transferor/assignor and transferee/assignee; and

(i) a new Authority South Mall Property Promissory Note executed by the transferee/assignee to replace the Authority South Mall Promissory Note (previously executed by Developer, provided that the entire Authority South Mall Property Promissory Note must be transferred to and assumed by a single entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest; and

(ii) a new Authority South Mall Property Deed of Trust executed by the transferee/assignee (and acknowledged to permit recordation of same) to replace the Authority South Mall Property Deed of Trust (attached as **Exhibit "E"** to this Agreement) (**"Original Authority South Mall Property Deed of Trust"**), provided that the new Authority South Mall Property Deed of Trust shall provide the same security and shall encumber the same real property as the Original Authority South Mall Property Deed of Trust; and

The Executive Director and/or City Manager, as applicable, shall have the right on behalf of Authority and/or City, as applicable, to approve (or disapprove) the form of the assignment and assumption agreement and the new promissory note(s) and deed(s) of trust referred to above.

The Executive Director and/or City Manager shall not unreasonably withhold or delay his/her approval. Any disapproval by the Executive Director and/or City Manager shall be in writing and shall specify the grounds for disapproval in sufficient detail to enable Developer and the transferee/assignee to correct the form of the assignment and assumption agreement and/or the new promissory note(s) and deed(s) of trust, as applicable, and resubmit the same for approval.

3.4.2.6 No Acceleration of Amounts Due Under Promissory Note(s) for Pre-Approved Transfers and Approved Discretionary Transfers; Release of Transferor/Assignor. Notwithstanding any other provision set forth in this Agreement, including any of the exhibits hereto, no acceleration of any amounts that may be due at the time of a Pre-Approved Transfer or at the time a Discretionary Transfer is approved by Authority's Board of Directors and/or the City Council of City, as applicable, under the Authority South Mall Property Promissory Note shall occur in conjunction with such a transfer or assignment.

Upon the effective date of any Pre-Approved Transfer described in clause clauses (A) and (D) (but not clauses (B), (C), or (E)-(F)) of Section 3.4.2.2, as applicable, or the effective date of a Discretionary Transfer that has been approved by the Authority and/or the City, as applicable, but no earlier than the date that Developer and/or the transferee/assignee deliver to the Executive Director and/or City Manager, as applicable, the fully executed documents required pursuant to Section 3.4.2.5 in the approved forms therefor, Authority and/or City, as applicable, shall (i) promptly return to the transferor/assignor the original promissory note that is being superseded by the new promissory note, with the original promissory note(s) marked cancelled, (ii) reconvey the original deed of trust that is being superseded by the new deed of trust, (iii) cooperate with Developer in causing to be recorded the new deed of trust (including, if required, executing and acknowledging the same), and (iv) take all other actions consistent with this Agreement, including the execution of documents as appropriate, to accomplish the purposes of said transfer/assignment. Developer covenants that the new deed(s) of trust shall have priority over all other monetary liens that may have attached subsequent to the recordation of the new deed(s) of trust with the exception of non-delinquent property taxes and assessments, but Developer shall not be responsible for providing or paying for a new or updated lender's policy of title insurance with respect to same. Authority or City may elect to obtain such a title policy, provided that the issuance of same shall not be a condition to the closing of the transaction nor delay the same. Upon the effective date of any Pre-Approved Transfer described in clause clauses (A) and (D) (but not clauses (B), (C), or (E)-(F)) of Section 3.4.2.2, as applicable, or the effective date of a Discretionary Transfer that has been approved by the Authority and/or the City, as applicable, and satisfaction of all requirements in this Section 3.4.2.6, the Developer shall be released from any further obligations under this Agreement with respect to the rights and obligations so transferred and assigned, including without limitation any obligation under the new promissory note and deed of trust."

3.4.3 Private Development of Project. Developer has the obligation to pay for all costs and expenses relating to the development of the Project pursuant to the Development Covenant. Furthermore, pursuant to the Authority South Mall Property Promissory Note and this Agreement, Developer has the obligation to pay the entire principal for the Authority South Mall Property Financed Amount (plus interest, as set forth in the Authority South Mall Property Promissory Note) for the acquisition of the Authority South Mall Property. As such, the

development of the Authority South Mall Property always is to be privately funded by Developer.

3.5 Authority's Reversionary Interest in the Authority South Mall Property. In the event Developer fails to fully and timely satisfy the Development Covenant and/or breaches or violates one or more of the Anti-Speculation Covenants, the Authority South Mall Property will revert to the Authority solely upon payment to Developer of the principal sum of the Authority South Mall Property Purchase Price without interest; provided that if the Authority South Mall Property Promissory Note (described in Section 3.3.1) remains outstanding, the Authority South Mall Property will revert to the Authority solely upon release of the Authority South Mall Property Promissory Note with any and all interest payments that the Developer has paid to Authority under the Authority South Mall Property Promissory Note being forfeited to and retained by the Authority. Additionally, in the event Developer fails to fully and timely satisfy the Development Covenant and/or breaches or violates one or more of the Anti-Speculation Covenants, and to the extent that Developer has exercised the option on the City's South Mall Option Property, the South Mall Option Property will revert to the City solely upon payment to Developer of the South Mall Option Property Purchase Price, without interest.

3.6 Option to Acquire South Mall Option Property. City hereby grants to Developer the option to purchase the South Mall Option Property.

3.6.1 Option Period. The option to purchase the South Mall Option Property shall be valid for a period commencing on the effective date of this Agreement, as set forth in Section 1, and ending on the date that is thirty-six (36) months later ("**Option Period**").

3.6.2 Purchase Price. The purchase price for the South Mall Option Property shall be the sum of One Hundred Sixteen Thousand Dollars (\$116,000.00) based upon an appraised value of fifteen dollars per square foot (\$15.00/sf) ("**South Mall Option Property Purchase Price**").

3.6.3 Option Consideration. As consideration for the right to purchase the South Mall Option Property, Developer had paid the non-refundable sum of Five Hundred Dollars (\$500) ("**Option Consideration**") to the City concurrently with Developer's execution of Amendment 2A. In the event Developer does not exercise its exclusive right to purchase the South Mall Option Property during the Option Period, City shall be entitled to retain the Option Consideration, and the option granted pursuant to this Section 3.6 shall become absolutely null and void and no Party to this Agreement shall have any other liability, obligation or duty with respect to such option.

3.6.4 Exercise of Option. Developer may exercise its exclusive right to purchase the South Mall Option Property, at any time during the Option Period, by giving written notice thereof to City and delivering two (2) originals of the Purchase and Sale Agreement in substantially the same form as set forth in **Exhibit "F"** attached to this Agreement and incorporated herein by reference that have been executed by Developer's authorized representative(s).

3.6.5 New Parking Design. The Parties agree that it shall be a condition to the close of escrow for the South Mall Option Property that a new parking design be approved by the City Manager, or his or her designee, for that portion of the City Property remaining after the conveyance of the South Mall Option Property to Developer that provides sufficient parking as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access to serve the Corona Mall South property located at the southwest corner of East Sixth Street and South Main Street, west of South Ramona Avenue.

3.6.6 Maintenance of South Mall Option Property. Unless Developer has exercised its option on the South Mall Option Property, in which case Developer shall be solely responsible for all obligations related to such property, City shall maintain, repair and replace, and keep in good and safe condition, all portions of the South Mall Option Property.

3.7 Termination, Defaults and Remedies.

3.7.1 Developer's Breach. If Developer materially breaches any of its obligations to perform under this Agreement and fails to cure such breach within a reasonable period of time following notice from Authority and City, then Authority and City, in addition to pursuing any other rights or remedies which Authority and City may have at law or in equity, may, at Authority and City's option, take either or both of the following actions: (1) terminate this Agreement by giving written notice to Developer; and/or (2) exercise their rights under the provisions of Section 3.5 above.

3.7.2 Authority's or City's Breach. If Authority and/or the City materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following notice from Developer, then Developer acknowledges and agrees that the Developer Remedies provided for in Section 3.8.4 below are the only remedies available for the enforcement of this Agreement.

3.7.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to: (1) any obligations to have been performed prior to said termination; (2) any default in the performance of the provisions of this Agreement which has occurred prior to said termination; or (3) any rights or obligations that expressly survive termination under this Agreement, including, without limitation, the rights and obligations set forth in Sections 3.8.2 and 3.8.4 of this Agreement. Termination of this Agreement shall not affect either Party's rights or obligations with respect to any Project approvals granted prior to such termination.

3.8 Miscellaneous.

3.8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed

to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Developer: Rest Area, LLC
709 Randolph Avenue
Costa Mesa, CA 92626
Shaheen Sadeghi
Telephone: (714) 966-6661
Facsimile: (714) 966-1177

To City/Authority: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager
Telephone: (951) 736-2437
Facsimile: (951) 736-2493

With Copy to: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Dean Derleth, City Attorney
Telephone: (951) 279-3505
Facsimile: (951) 736-2493

3.8.2 Mutual Indemnification. Developer agrees to defend, indemnify and hold City and Authority free and harmless from and against any and all claims, damages and liabilities related to Developer's use of the Authority Mall Property and arising from facts and circumstances occurring following Close of Escrow. Authority agrees to defend, indemnify and hold Developer free and harmless from and against any and all claims, damages and liabilities related to Authority's use of the Authority Mall Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives, and will survive Close of Escrow and the recordation of the Authority North Mall Property Grant Deed and the Authority South Mall Property Grant Deed.

3.8.3 Developer Covenant to Defend this Agreement. Developer acknowledges that City and Authority are each a separate "public entity" and/or a "public agency" as defined under applicable California law. Therefore, City and Authority must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation,

CEQA. Also, as public bodies, the City's and the Authority's actions in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. Developer assumes the risk of delays and damages that may result to Developer from any third-party rejections or legal actions related to City's or Authority's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by City or Authority is determined to have occurred. If a third-party files a legal action regarding City's or Authority's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, City or Authority may terminate this Agreement on thirty (30) days advance written notice to Developer of City's or Authority's intent to terminate this Agreement, referencing this Section 3.15.3, without any further obligation to perform the terms of this Agreement and without any liability to Developer resulting from such termination, unless Developer unconditionally agrees to indemnify and defend City and Authority, with legal counsel acceptable to City and Authority, against such third-party legal action, within thirty (30) calendar days following receipt of City's or Authority's notice of intent to terminate this Agreement, including without limitation paying all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such agreement between City, Authority and Developer must be in a separate writing and reasonably acceptable to City and Authority in both form and substance. Nothing contained in this Section shall be deemed or construed to be an express or implied admission that City or Authority may be liable to Developer or any other person for damages or other relief from any alleged or established failure of City or Authority to comply with any statute, including, without limitation, CEQA. The obligations described above will be for the benefit of Authority and City and binding upon Developer, its successors and assigns, officers, employees and representatives, and will survive the recordation of the Authority South Mall Property Grant Deed.

3.8.4 Limitation of Developer's Remedies and Release. Developer acknowledges and agrees that City and Authority would not have entered into this Agreement, if it were to individually or jointly, be liable to Developer for any monetary damages, monetary recovery or any remedy following a default under this Agreement by City and/or Authority, other than: (i) specific performance; or (ii) injunctive relief (collectively, "**Developer Remedies**"). Accordingly, the Parties agree that the Developer Remedies shall be Developer's sole and exclusive rights and remedies following a default under this Agreement by Authority and/or City. Developer hereby waives any right to pursue any remedy or damages based upon a default by City and/or Authority under this Agreement other than the Developer Remedies. It is the intention of Developer to be bound by the limitations on damages and remedies set forth in this Section 3.8.4, and Developer hereby releases any and all claims against City and/or Authority for monetary damages, monetary recovery or other legal or equitable relief related to any default under this Agreement by City and/or Authority, except as specifically provided in this Section 3.8.4, whether or not any such released claims were known or unknown to Developer as of the Effective Date of this Agreement. Except for the Developer Remedies, Developer hereby releases City, Authority and their respective officials, officers, employees and agents from any and all claims arising out of a default by City and/or Authority under this Agreement.

Without limiting the generality of anything in this Section 3.8.4, with respect to the waivers, releases and limitations on remedies contained in this Section 3.8.4, Developer hereby expressly waives the benefit of and any protections provided by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In addition to waiving the provisions of California Civil Code Section 1542, Developer hereby waives, releases and foregoes the provisions of any other federal or state statute or judicial decision of similar effect with respect to the waivers, releases and limitations contained in this Section 3.8.4.

Initials of Authorized
Developer Representative

The obligations described above will be for the benefit of Authority and City and binding upon Developer, its successors and assigns, officers, employees and representatives, and will survive the recordation of the Authority South Mall Property Grant Deed.

3.8.5 Possession; Risk of Loss. Developer shall be entitled to sole possession of the Authority South Mall Property. All risk of loss or damage to the Authority South Mall Property has passed from the Authority to the Developer.

3.8.6 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall pay for all brokerage commissions and finder's fees for which such Party has become obligated. Authority, City and Developer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

3.8.7 Survival of Covenants. The covenants, representations and warranties of City, Developer and Authority set forth in this Agreement, including, without limitation, the Development Covenant, and the Anti-Speculation Covenant shall survive termination of this Agreement.

3.8.8 Required Actions of Developer and Authority. City, Developer and Authority agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction(s) contemplated herein.

3.8.9 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

3.8.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.8.11 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.8.12 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.8.13 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

3.8.14 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.8.15 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

3.8.16 Assignment by Authority and City. Neither Authority nor City shall transfer, assign, or delegate any of its or their rights and obligations set forth in this Agreement without the prior written consent of Developer, which consent may be given or withheld in Developer's sole discretion. Any assignment or delegation in violation of this section shall be void.

3.8.17 Successors and Assigns. Subject to the provisions of Section 3.8.16 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.8.18 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

3.8.19 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

3.8.20 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for the commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or holiday observed by national banks or the Title Insurer.

3.8.21 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.8.22 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.8.23 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, including, but not limited to, the agreements outlined in Section 3.8.25 below, and contains the entire agreement between Developer and Authority as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.8.24 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

3.8.25 Additional Results of Agreement; Cure of Notice of Default. The Parties understand, acknowledge and agree that by entering into this Agreement they are also effectuating or acknowledging the following:

(A) Expressly Superseded Agreements. The Parties understand, acknowledge and agree that the following agreements are superseded by this Agreement and are of no further force or affect: (1) First Amendment; (2) Amendment 2A; (3) Amendment 2B; (4) Option to Purchase Agreement (City Common Areas Option Property – Corona Mall) dated as of December 13, 2021; and (5) Option to Purchase Agreement (City Parking Lots Option Property – Corona Mall) dated as of December 13, 2021. The Parties also understand, acknowledge and

agree that, by entering into this Agreement, the Parties have resolved all items identified by the Authority/City in that certain Notice of Default dated August 23, 2023, and said Notice of Default is hereby extinguished.

(B) Previously Superseded Agreements. The Parties understand, acknowledge and agree that the following agreements have already been superseded by prior actions of the Parties: (1) the Original Authority North Mall Property Acquisition Documents (as referenced in Section 2.7.1 above) have been superseded by the Current Authority North Mall Property Acquisition Documents (also referenced in Section 2.7.1 above); and (2) the Original Authority South Mall Property Acquisition Documents (as referenced in Section 2.8.1 above) have been superseded by the Current Authority South Mall Property Acquisition Documents (also referenced in Section 2.7.1 above).

(C) Unwinding of North Mall Portion of Project. As partial consideration for the execution of this Agreement, the Parties have also mutually agreed to unwind the North Mall portion of the Project by taking the following actions:

(1) Deed North Mall Property to Authority. Concurrent with its execution of this Agreement, Sun Circle shall provide a fully and duly executed grant deed, in a form acceptable to the Authority, transferring back to the Authority the Authority North Mall Property, solely upon the Authority's release of the Current Authority North Mall Property Acquisition Documents, with any and all interest payments that Lab Holding and/or Sun Circle has paid to Authority under the Original Authority North Mall Property Acquisition Documents and/or the Current Authority North Mall Property Acquisition Documents being forfeited to and retained by the Authority. Reference herein to the Authority North Mall Property shall include all of Lab Holding's and/or Sun Circle's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority North Mall Property.

(2) Release of the Current Authority North Mall Property Acquisition Documents. Contingent on Developers full and complete satisfaction of Section 3.8.25(C)(1) above, as well as Developer's payment of any and all interest obligations that Lab Holding and/or Sun Circle were obligated to satisfy up through September 30, 2023, as of the Effective Date of this Agreement, the Authority hereby irrevocably and unconditionally releases any and all further rights it may have, and hereby waives any further obligations Developer may have, under the Current Authority North Mall Property Acquisition Documents.

(D) Removal of Recorded Documents. The Parties shall reasonably cooperate with each other to prepare, execute and record any documents necessary to provide recorded notice of the superseded agreements and other documents contemplated by this Section 3.8.25.

3.8.26 Recordation of Memorandum of Agreement. Immediately upon the approval and execution of this Agreement, the Parties agree to execute (in recordable form) a stand-alone original of the Memorandum of Agreement, in the form set forth as **Exhibit "H"** attached hereto and incorporated herein by reference, and cooperate in causing the same to be

recorded against the Authority South Mall Property and the South Mall Option Property within five (5) business days after the Effective Date of this Agreement.

[SIGNATURES ON FOLLOWING 4 PAGES]

AUTHORITY’S SIGNATURE PAGE FOR

**THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Authority has executed this Agreement as of the date set forth below.

CITY OF CORONA HOUSING AUTHORITY
a public body, corporate and politic

By: _____ Date _____
Jacob Ellis
Executive Director

Attest:

Sylvia Edwards
Secretary

Approved as to Form:

Dean Derleth
General Counsel

**DEVELOPER'S SIGNATURE PAGE FOR
THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the latest date set forth below.

REST AREA, LLC
a California limited liability company

By: _____ Date _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

**SUN CITY’S SIGNATURE PAGE FOR
THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the latest date set forth below.

SUN CITY, LLC
a California limited liability company

By: _____ Date _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

EXHIBIT "A"
TO DDA

**LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY NORTH MALL PROPERTY
& CITY OPTION PROPERTY**

AUTHORITY NORTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

THAT PORTION OF LOTS 5 AND 6 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORD OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 06' 53" EAST, A DISTANCE OF 116.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET TO THE TRUE POINT OF BEGINNING."

AN EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

AN EASEMENT OVER, UNDER, ABOVE, BELOW AND ACROSS THE NORTHERLY FIVE FEET SIX INCHES OF THE REAL PROPERTY LYING IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PARCEL 1 FOR THE PURPOSE OF FOOTING AND FOUNDATIONS FOR BUILDINGS AND STRUCTURES ON THE ABOVE DESCRIBED PARCEL 1 AND FOR THE PURPOSE OF CONSTRUCTING ROOF OVERHANGS AND BUILDING SURFACE OVERHANGING, SAID OVERHANGS TO CONFORM ARCHITECTURALLY WITH ANY BUILDING AND STRUCTURES IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY SO AS NOT TO INTERFERE WITH PEDESTRIAN TRAFFIC THERETO; TOGETHER WITH THE RIGHT TO CONSTRUCT OR CONNECT TO A COMMON OR PARTY WALL, INCLUDING FOOTINGS AND FOUNDATIONS THEREFOR, ALONG THE SOUTHERLY LINES OF THE ABOVE DESCRIBED PARCEL 1 IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 17, 1977 AND RECORDED JANUARY 27, 1977 AS INSTRUMENT NO. 14690 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-143-032

THAT PORTION OF LOTS 4 AND 5 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORDS OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 16' 53" EAST, A DISTANCE OF 90.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET, TO THE TRUE POINT BEGINNING."

PARCEL 3 AND 4

ASSESSOR PARCEL NUMBER: 117-143-038 and ASSESSOR PARCEL NUMBER: 117-143-039

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6 IN SAID BLOCK 144, WITH THE CENTER LINE OF THE 16.00 FEET WIDE ALLEYWAY ABUTTING LOTS 6, 7, 8 AND 9 ON THE WEST, THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID WESTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 6 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET AS SHOWN ON SAID MAP THENCE NORTH 7° 15' 00" EAST 116.00 FEET ON SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 9 IN SAID BLOCK 144; THENCE NORTH 82° 45' 00" WEST 178.05 FEET ON LAST SAID PROLONGATION, THE NORTH LINE OF SAID LOT 9 AND ITS WESTERLY PROLONGATION, TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE SOUTH 7° 15' 00" WEST 116.00 FEET ON SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15,1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 5

ASSESSOR PARCEL NUMBER 117-143-040

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 5 IN SAID BLOCK 144, WITH THE CENTERLINE OF THE 16.00 FEET WIDE ALLEY ABUTTING LOTS 4 AND 5 IN SAID BLOCK, ON THE WEST; THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID PROLONGATION, THE NORTH LINE OF SAID LOT 5 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 7° 15' 00" WEST, 50.00 FEET ON LAST SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 4; HENCE NORTH 82° 45' 00" WEST, 178.05 FEET ON SAID EASTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 4 AND ITS WESTERLY PROLONGATION TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE NORTH 7° 15' 00" EAST 50.00 FEET ON LAST SAID CENTER LINE TO THE POINT OF

BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

ALL THAT PORTION OF LOTS 16, 17 AND 18 IN BLOCK 143 AND ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, RIVERSIDE COUNTY RECORDS, ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 52" WEST, ALONG SAID PARALLEL LINE, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, 30 FEET; THENCE SOUTH 82° 43' 07" EAST, AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTERLINE OF MAIN STREET, 29.98 FEET TO SAID LINE PARALLEL WITH THE CENTERLINE OF SIXTH STREET; THENCE NORTH 82° 43' 07" WEST, ALONG SAID PARALLEL LINE, 90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

THOSE PORTIONS OF LOTS 14, 15, AND 16 IN BLOCK 143, ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE, TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N .07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE, PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET; THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET TO A POINT THAT BEARS S. 82°43'07" E., A DISTANCE OF 100.00 FEET FROM THE POINT OF BEGINNING. THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

ASSESSOR PARCEL NUMBER 117-151-015

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 143, ALL THAT PORTION OF THE MAIN STREET LYING BETWEEN FIFTH AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W., ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET. THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9

ASSESSOR PARCEL NUMBER 117-151-005

THOSE PORTIONS OF LOTS 8, 9, 10 AND 11 IN BLOCK 143 AND A PORTION OF MAIN STREET (VACATED), AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED)WHICH BEARS NORTH 07°16'53" EAST, 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGELS TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07°16'53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET; THENCE SOUTH 82°43'07" EAST, 100 FEET; THENCE SOUTH 07°16'53" WEST, 62 FEET; THENCE NORTH 82°43'07" WEST, 90 FEET TO THE POINT OF BEGINNING. SAID MAIN STREET HAVING BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORD SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, OFFICIALRECORDS.

PARCEL 10

ASSESSOR PARCEL NUMBER: 117-151-004

THOSE PORTIONS OF LOTS 7 AND 8 IN BLOCK 143 AND THOSE PORTIONS OF MAIN STREET (VACATED) AND FIFTH STREET (VACATED), AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED) WHICH BEARS NORTH 07°16' 53" EAST 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERS DE TOWNSITE; THENCE NORTH 82°43'07"

WEST, AT RIGHT ANGLES TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07° 16' 53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 07°16 '53" EAST, CONTINUING ALONG SAID PARALLEL LINE, 88 FEET; THENCE SOUTH 82°43'07" EAST 100 FEET; THENCE SOUTH 07°16'53" WEST 88 FEET; THENCE NORTH 82°43'07" WEST 100 FEET, TO THE TRUE POINT OF BEGINNING. SAID PORTIONS OF MAIN STREET AND FIFTH HAVE BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON AUGUST 18, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO . 98016, OFFICIAL RECORDS. SAID LAND BEING A PORTION OF THE LAND AS SHOWN ON A RECORD OF SURVEY MAP ON FILE IN BOOK 61, PAGES 22 THROUGH 26, INCLUSIVE OF RECORDS OF SURVEYS, RIVERSIDE COUNTY RECORDS.

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 23, 1970, EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, A BODY POLITIC, PUBLIC AND CORPORATE, AND VASELS, A CALIFORNIA CORPORATION, AND NICHOLS VASELS, RECORD JANUARY 29, 1970 AS INSTRUMENT NO. 8882, OFFICIAL RECORDS.

PARCEL 11

ASSESSOR PARCEL NUMBER 117-151-021

THAT PORTION OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 8, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SHOWN AS THAT PORTION OF PARCEL D-3 OF THE CORONA DOWNTOWN REDEVELOPMENT PROJECT, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN MAP BOOK 61 AT PAGE 22 OF THE OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF PARCEL D-3 EXCEPTING THEREFROM THE NORTH 26.00 FEET AND THE SOUTH 30.00 FEET.

PARCEL 12

ASSESSOR PARCEL NUMBER: 117-151-002

THAT PORTION OF LOTS 9 THROUGH 12 IN BLOCK 156; THAT PORTION OF MAIN STREET LYING BETWEEN FOURTH STREET AND FIFTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016; AND THAT PORTION OF THE EAST-WEST ALLEY IN SAID BLOCK 156; AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON JULY 7, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED JULY 11, 1969 AS INSTRUMENT NO. 70713; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 PAGE 8 OF MAPS, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SAID MAIN STREET WHICH BEARS NORTH 07° 16' 53" EAST, 435 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 07" WEST, AT RIGHT ANGLES TO SAID CENTER LINE OF MAIN STREET, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 132 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 100 FEET; THENCE SOUTH 82° 43' 07" EAST, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTER LINE OF MAIN STREET, 100 FEET; THENCE NORTH 82° 43' 07" WEST, 100 FEET TO THE TRUE POINT OF BEGINNING.



Exhibit A - Corona Mall North Properties



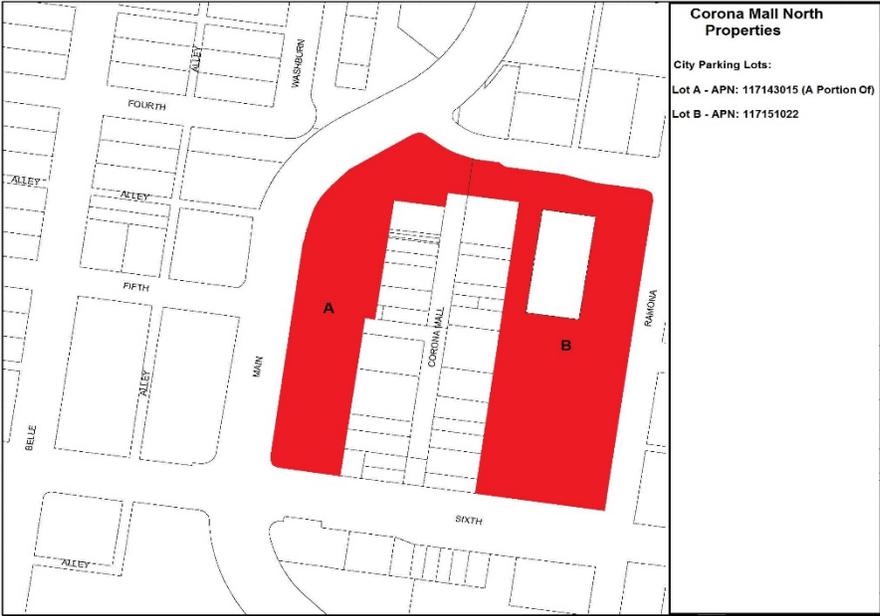
1	117-143-031 (422 Corona Mall)	5	117-143-040 (518 S Main Street)	9	117-151-005 (525 Corona Mall)
2	117-143-032 (442 Corona Mall)	6	117-151-007 (591 Corona Mall)	10	117-151-004 (505 Corona Mall)
3	117-143-038 (508 S Main Street)	7	117-151-016 (579 Corona Mall)	11	117-151-021 (415 Corona Mall)
4	117-143-039 (514 S Main Street)	8	117-151-015 (577 Corona Mall)	12	117-151-002 (405 Corona Mall)

Date 04/10/2015

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CITY OPTION PROPERTY

DEPICTION OF CITY PARKING LOTS



DEPICTION OF CITY COMMON AREAS

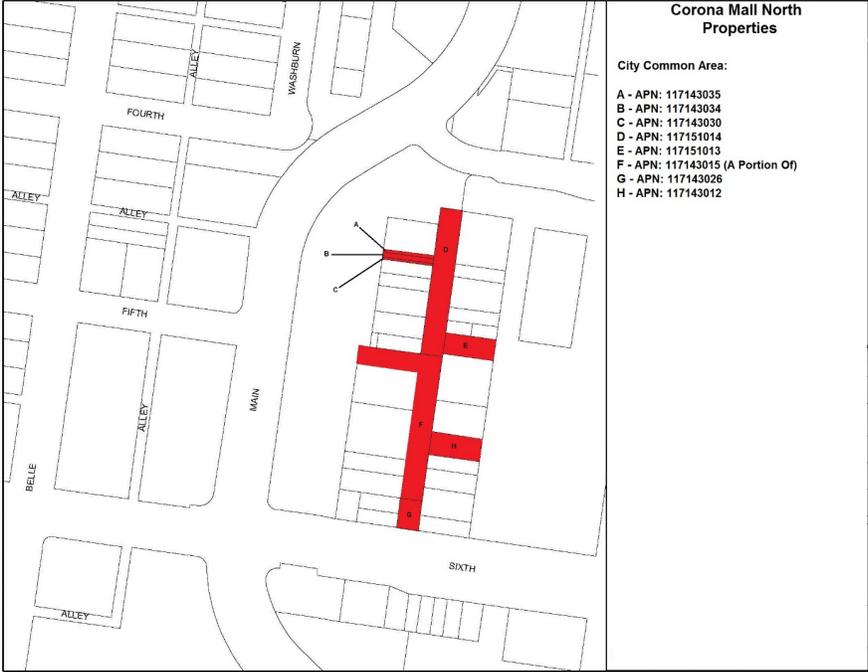


EXHIBIT "B"
TO DDA

**LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY SOUTH MALL PROPERTY**

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 132, ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 3, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL THAT PORTION OF SEVENTH STREET ADJOINING SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON MAY 19, 1969 HAVING BEEN RECORDED MAY 26, 1969 AS INSTRUMENT NO. 51651, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119 AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE N. 07°17'08" E., ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE N. 07°17'08" E., A DISTANCE OF 122.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 80.00 FEET; THENCE S. 07°17'08" W., A DISTANCE OF 122.00 FEET TO A POINT WHICH BEARS N. 82°42'52" W., A DISTANCE OF 80.00 FEET FROM THE POINT OF BEGINNING. THENCE S. 82°42'52" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

ALL THAT PORTION OF LOTS 2 AND 3 IN BLOCK 132 AND ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 5, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199; IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS AT PAGE 8 THEREOF, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE NORTH 07° 17' 18" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE 200 FEET; THENCE NORTH 82° 42' 52" WEST 70 FEET; THENCE NORTH 07° 17' 08" EAST 122 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 82° 42' 52" WEST 80 FEET; THENCE NORTH 07° 17' 08" EAST 40 FEET; THENCE SOUTH 82° 42' 52" EAST 80 FEET; THENCE SOUTH 07° 17' 08" WEST 40 FEET TO THE POINT OF BEGINNING.

PARCEL 3

ASSESSOR PARCEL NUMBER 117-191-004

THAT PORTION OF LOTS 7, 8, 9, AND 10 IN BLOCK 132 AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07° 16' 08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82° 43' 52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 30.00 FEET; THENCE NORTH 07° 16' 08" EAST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4

ASSESSOR PARCEL NUMBER 117-191-002

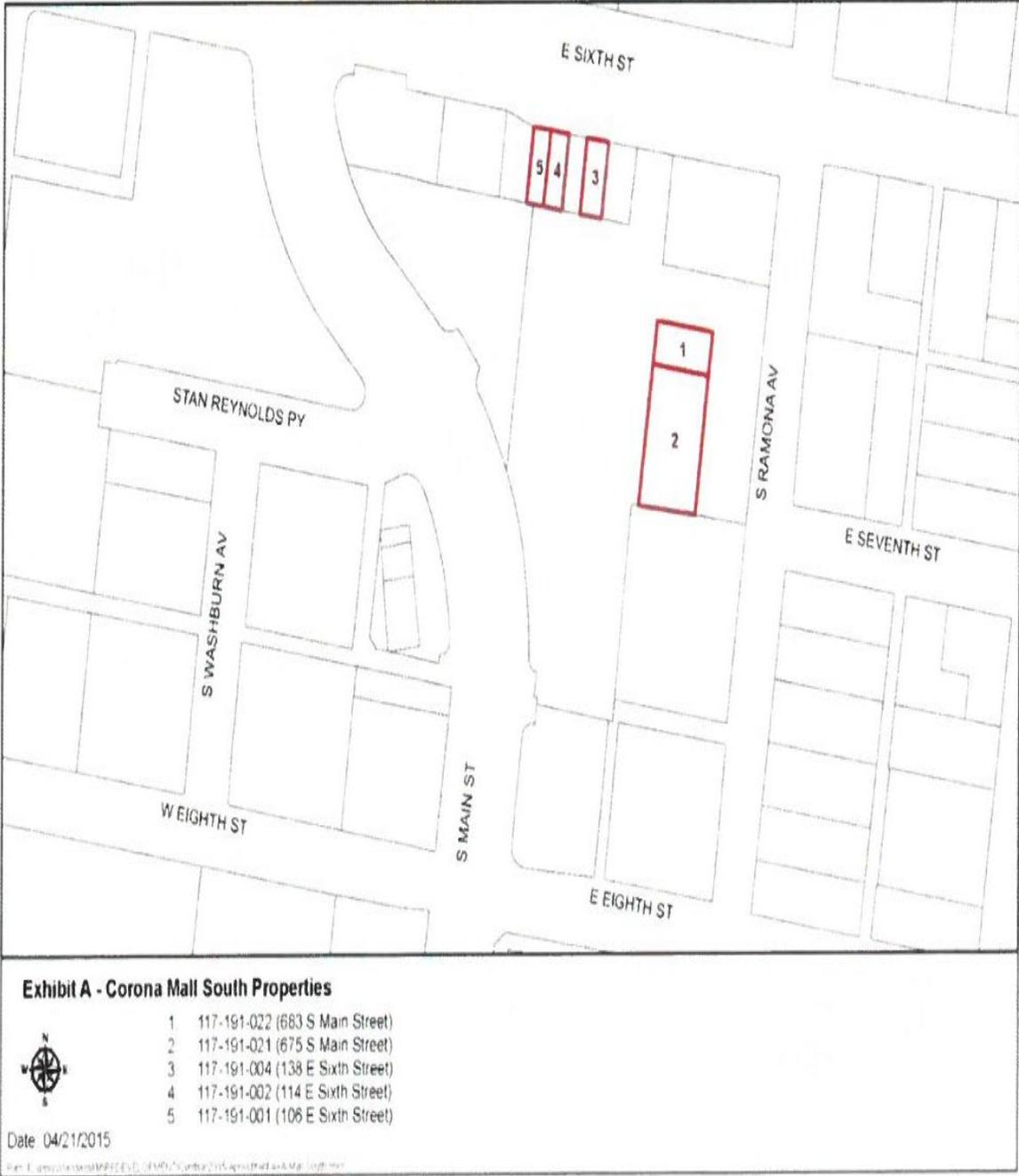
THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE S. 82° 43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING S. 82°43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET; THENCE S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET; THENCE N. 82° 43' 52" W., PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 25.00 FEET TO A POINT WHICH BEARS S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET FROM THE POINT OF BEGINNING; THENCE N. 07° 16' 08" E., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5

ASSESSOR PARCEL NUMBER 117-191-001

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY , MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82°43'52" EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 15 .02 FEET; THENCE SOUTH 07°16'08" WEST, A DISTANCE OF

70.00 FEET; THENCE NORTH 82°43'52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET. A DISTANCE OF 25.00 FEET; THENCE NORTH 07°16'08" EAST, A DISTANCE OF 70.00 FEET TO SAID LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SIXTH STREET; THENCE SOUTH 82°43'52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "C"
TO DDA**

**LEGAL DESCRIPTION AND DEPICTION OF
CITY SOUTH MALL PROPERTY**

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

PARCEL ONE (APN 117-183-004)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-
183-004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS .67 ACRES M/L IN
POR BLK 131 MB 009/008 SB SOUTH RIVERSIDE LAND / WATER CO.

PARCEL TWO (APN 117-191-019)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-
191-019 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 2.27 ACRES M/L IN
POR BLKS 119/132 MB 009/006 SB SOUTH RIVERSIDE LAND / WATER CO.



**EXHIBIT "D"
TO DDA**

**EXECUTED
AUTHORITY SOUTH MALL PROPERTY
PROMISSORY NOTE**

[SEE ATTACHED () PAGES]

CORONA HOUSING AUTHORITY

**PROMISSORY NOTE SECURED BY A DEED OF TRUST
(AUTHORITY SOUTH MALL PROPERTY)**

Corona, California

Principal Amount: \$801,000 Date of Authority South Property Loan: June 1, 2018

FOR VALUE RECEIVED, the undersigned Rest Area LLC, a California limited liability company (“Maker”) promises to pay to the City of Corona Housing Authority, a public body, corporate and politic (“Authority”) at 400 S. Vicentia Avenue, Corona, California, 92882, or at such place as the Authority may, from time to time, designate by written notice to the Maker, the principal sum of EIGHT HUNDRED ONE THOUSAND DOLLARS (\$801,000.00) together with interest that accrues on the principal amount due hereunder.

1. Purpose of Loan. This Promissory Note is made and given pursuant to Section 3.3.2 of that certain Disposition and Development Agreement by and between the Authority, the City of Corona and the Maker’s predecessor in interest, Lab Holding LLC, a California limited liability company dated May 17, 2017, as amended by the First Amendment to Disposition and Development Agreement dated May 15, 2019 (“Development Agreement”) incorporated herein by reference, which was subsequently assigned to Maker pursuant to that certain Partial Assignment and Assumption Agreement of Disposition and Development Agreement with Lab Holding, LLC (Authority South Mall Property) (“Assignment Agreement”) dated August 20, 2019. All initially capitalized terms used but not defined herein shall have the meanings given to them in the Development Agreement.

2. Secured Obligation. This Promissory Note is made to evidence the Maker’s obligation to repay a loan made by Authority to Maker’s predecessor in interest (“Authority South Property Loan”), which was assumed by Maker pursuant to Section 3.4 of the Assignment Agreement, for the acquisition of that certain real property located at the southwest corner of East Sixth Street and South Ramona Avenue, Corona, County of Riverside, California consisting of approximately 0.42 acres (18,295 square feet), as described and depicted in Exhibit “B” attached to the Development Agreement (the “Authority South Property”), which is encumbered by that deed of trust of even date herewith, with Maker as Trustor, First American Title Company as Trustee and the Authority as Beneficiary (the “Authority South Property Deed of Trust”) to secure the principal and interest due under this Promissory Note.

3. Interest and Payment of Authority South Property Loan.

3.1. Interest Rate. The Authority South Property Loan made hereunder shall bear interest on the unpaid principal amount at the rate of Two and 50/100 percent (2.50%) per annum commencing on the date of the Authority South Property Loan identified above.

3.2. No Deductions. All payments of principal and interest due hereunder shall be made (i) without deduction of any present and future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Maker, and (ii) without any other set off, claim or

defense of any kind or nature. Maker will pay the amounts necessary such that the gross amount of the principal and interest received by the Authority is not less than that required by this Promissory Note and/or the Agreement.

3.3. Payments. Commencing on the first (1st) day of the thirty-seventh (37th) month after the date of the Authority South Property Loan, as set forth above, and continuing on the same day of each and every month thereafter until the Maturity Date, Maker shall make equal monthly interest only payments in the amount of ONE THOUSAND SIX HUNDRED SIXTY-EIGHT AND 75/100 DOLLARS (\$1,668.75). One (1) final “balloon” payment in the amount of EIGHT HUNDRED ONE THOUSAND DOLLARS (\$801,000.00), plus accrued interest in the amount of SIXTY THOUSAND SEVENTY-FIVE DOLLARS (\$60,075), and all other amounts payable by Maker to the City pursuant to this Promissory Note, the Agreement or the Authority South Property Deed of Trust, shall be due and payable on the Maturity Date. If any payment of principal and interest to be made by Maker hereunder shall become due on a day when the offices of the Authority are closed, such payment shall be made on the next succeeding day that the offices of the Authority are open.

3.4. Maturity Date. Unless due at an earlier time by virtue of the acceleration of the balance hereof in accordance with Section 5 hereof, all unpaid principal shall be due and payable within sixty (60) months of the date of the Authority South Property Loan, as set forth above (“Maturity Date”).

3.5. Prepayment. This Promissory Note may be prepaid in whole or part at any time and from time to time without penalty or premium.

4. Repayment of Note. Principal and interest shall be payable in lawful money of the United States of America.

5. Acceleration Upon Event of Default.

5.1. The entire unpaid principal balance and accrued interest, if any, of this Promissory Note together with any charges set forth herein, shall be immediately due and payable prior to the Maturity Date upon any of the following events of default (“Event of Default”):

5.1.1. Maker materially breaches any of the obligations of this Promissory Note, Authority South Property Deed of Trust, or the Agreement; or

5.1.2. Maker (i) becomes insolvent or unable to pay Maker’s debts generally as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) admits in writing Maker’s inability to pay Maker’s debts generally as they mature, (iv) files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, or (v) consents to the appointment of a trustee or receiver for it or for a substantial part of Maker’s property; or

5.1.3. Any order, judgment or decree is entered appointing, without Maker’s consent, a trustee or receiver for it or for a substantial part of Maker’s property that is not removed within sixty (60) days from such entry; or

5.1.4. Maker voluntarily or involuntarily transfers, in any way, the Authority South Property or any portion thereof without the Authority's prior written consent, except as permitted in the Agreement; or

5.1.5. Maker fails to fully and timely satisfy the Development Covenant pursuant to the terms of the Agreement; or

5.1.6. Maker violates the Anti-Speculation Covenant as set forth in the Agreement; or

5.1.7. Maker assigns the Agreement or delegate any right or obligation therein in violation of Section 3.14.16 of the Agreement.

Notwithstanding the generality of the foregoing, assignments permitted under the Agreement shall not constitute a default hereunder or under the Agreement, and any such action shall not accelerate the maturity of this Note, provided that such assignment is permitted by the Agreement and any person or entity to whom the Agreement or any right or obligation therein is assigned or delegated agrees to be bound by any and all instruments in favor of the Authority.

5.2. Notwithstanding the above, in the event of an actual or deemed entry of an order for relief with respect to Maker under the Federal Bankruptcy Code, this Promissory Note and all interest and other amounts due hereon shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by Maker. The Authority may exercise Authority's option to accelerate upon the occurrence of any Event of Default, regardless of any prior forbearance.

6. Late Charges. In the event Maker fails to make any required payment, which becomes due under this Promissory Note within fifteen (15) days after such payment becomes due and payable, a late charge of six percent (6%) of the overdue payment may be charged by Authority, unless applicable law requires a lesser such charge, in which event the maximum rate permitted by such law may be charged by Authority. The parties hereto agree that this late charge represents a reasonable sum considering all of the circumstances existing on the date of this Promissory Note and represents a fair and reasonable estimate of the costs and damages that Authority will incur by reason of the late payment. The parties hereto further agree that proof of actual damages would be costly or inconvenient. Acceptance of any late charge shall not constitute a waiver of the default with respect to the overdue amount, and shall not prevent Authority from exercising any of the other rights and remedies available to Authority. The foregoing shall not be construed as obligating the Authority to accept any payment after its due date.

7. Full Repayment of Authority South Property Loan. Should Maker transfer or convey the Authority South Property during the Anti-Speculation Period set forth in the Development Agreement in violation of the Anti-Speculation Covenant, or there exists an Event of Default (as defined in this Promissory Note) while this Promissory Note remains outstanding, then Maker shall pay to the Authority the entire Authority South Property Loan and any interest on the principal amount of the Authority South Property Loan that is due and payable at the time of such conveyance.

8. Removal of Liens. Authority shall only remove, or cause to be removed, the Authority South Property Deed of Trust as a lien against the Authority South Property after compliance with Section 7 above.

9. Notice of Default. Maker shall provide notice to Authority of any notice of default sent by any lender with a security interest in the Authority South Property within three (3) days of the date of Maker's receipt of such notice.

10. Costs Paid by Maker. Maker agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the Authority, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this Promissory Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys' fees in any action to enforce payment of this instrument.

11. Waiver. Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Authority may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Promissory Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Promissory Note.

12. Indemnification. Maker shall be liable and shall indemnify, defend, protect and hold the Authority harmless from and against any and all loss, damage, liability, claim, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Authority, arising as a result of any (i) fraud or material misrepresentation by the Maker under or in connection with the Agreement; (ii) intentional bad faith waste of the real property encumbered by the Authority South Property Deed of Trust which secures this Promissory Note; (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the Authority South Property Deed of Trust securing this Promissory Note; and (iv) default hereunder. Maker's obligation to indemnify the Authority as aforesaid shall be a recourse obligation of the Maker, and in the event of any breach of such obligations, the Authority shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

13. Severability. If any provision of this Promissory Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

14. Non-Waiver. No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Authority of its right to subsequently demand such performance or to exercise any remedies for any default hereunder. Further, in order to be effective, any waiver of

any of the Authority's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Authority. Further, waiver by the Authority of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent event of default hereunder.

15. Successors and Assigns. Maker shall have the right to transfer and assign its obligations under this Promissory Note to any permitted or approved transferee or assignee of Maker's right, title, and interest in the Development Agreement and the Authority South Property, as provided in Sections 3.8.2 of the Development Agreement provided that this Promissory Note may only be transferred to and assumed by a single entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest. Any such transferee/assignee shall be required to comply with and execute and deliver to Authority all documents required by Section 3.8.2 of the Development Agreement, including, without limitation, an assignment and assumption agreement and a new promissory note consistent with the aforesaid provisions of the Development Agreement. Upon the effective date of a transfer or assignment permitted or approved pursuant to Section 3.8.2 and satisfaction of all conditions set forth in Section 3.8.2, the Maker shall be released from any further obligations with respect to this Promissory Note. This Promissory Note shall bind Maker and Maker's successors and assigns and the benefit hereof shall inure to Authority and Authority's successors and assigns.

16. Indemnification. Maker agrees to indemnify Authority and to hold Authority and Authority's successors and assigns harmless from and against any and all claims, demands, costs, liabilities and obligations of any kind or nature arising from any default hereunder, including, without limitation, all costs of collection, including reasonable attorneys' and expert witness fees and all costs of suit, in the event the principal amount of this Promissory Note or any other amount due hereunder is not paid when due.

17. Other Encumbrances.

17.1. Other than as provided herein, Maker shall not further encumber, mortgage, or subject the Authority South Property or any interest therein to a deed of trust without the prior written consent of the Authority.

17.2. Unless the Authority shall expressly agree otherwise in writing, all mortgage and deed of trust documents affecting the Authority South Property shall provide that in the event of any default or breach by the Maker under any mortgage or deed of trust other than the Authority South Property Deed of Trust entitling any party thereunder to accelerate the indebtedness secured thereby and foreclose upon the Authority South Property (a) the Authority shall have the right (but not the obligation) to cure the default prior to the completion of any foreclosure and reinstate the mortgage or deed of trust, or (b) pay the total unpaid indebtedness secured by such mortgage or deed of trust, in which event, such mortgage or deed of trust shall be released. Amounts expended by the Authority under this paragraph shall be reimbursed by Maker upon demand of the Authority therefore, and, in any event, shall bear interest at the maximum rate permitted law from the date advanced by the Authority until paid in full. All such amounts shall be added to the principal of this Promissory Note. The approval by Maker of any mortgage or deed of trust documents, and the placing of a security interest therefore on the Authority South Property or any portion thereof,

not containing the provisions required by this section shall constitute a default under this Promissory Note.

18. Subordination. As provided in the Authority South Property Deed of Trust, upon request when appropriate, Authority shall execute such documentation as is necessary to subordinate the Authority South Property Deed of Trust to a Senior Loan. Governing Law. The validity, interpretation and performance of this Promissory Note shall be governed by and construed in accordance with the laws of the State of California.

20. Jurisdiction and Venue. Any legal action or proceeding to interpret, enforce, or which in any way arises out of this Promissory Note shall be instituted and prosecuted in the appropriate court in Riverside County, California.

21. Amendments and Modifications. This Promissory Note may be amended or modified only in writing signed by the Authority and the Maker.

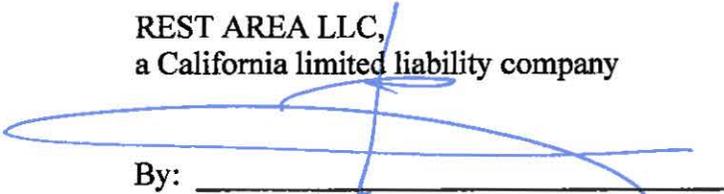
22. Time of the Essence. Time is of the essence with regard to this Promissory Note.

23. Joint and Several Obligation. Maker and all other persons liable or to become liable for all or part of this indebtedness, jointly and severally waive demand, presentment for payment, notice of nonpayment, protest and notice of protest hereon, and agree to pay, in the Event of Default hereunder, all costs of collection, including reasonable attorneys' fees of Authority, whether or not suit is commenced.

IN WITNESS WHEREOF, Maker executes and enters into this Promissory Note as of the date of the loan as first written above:

MAKER:

REST AREA LLC,
a California limited liability company


By: _____
Shaheen Sadeghi, its Managing Member

Dated: August 20, 2019

**EXHIBIT "E"
TO DDA**

**EXECUTED
AUTHORITY SOUTH MALL PROPERTY
DEED OF TRUST**

[SEE ATTACHED E E EN (11) PAGES]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Corona Housing Authority
400 S. Vicentia Avenue
Corona, CA 92882
ATTN: Executive Director

This document was electronically submitted to the County of Riverside for recording
Received by: TERESA #134

APN: 117-191-001, 117-191-002, 117-191-004
117-191-021, 117-191-022

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT -- GOVERNMENT CODE §27383

**CORONA HOUSING AUTHORITY
DEED OF TRUST
(AUTHORITY SOUTH MALL PROPERTY)**

This DEED OF TRUST is made as of August 20, 2019, among Rest Area LLC, a California limited liability company, as trustor ("Trustor"), whose address is 709 Randolph Avenue, Costa Mesa, CA 92626; First American Title Company, a California corporation, as trustee ("Trustee"); and the City of Corona Housing Authority, a public body, corporate and politic, as beneficiary ("Beneficiary"). This Deed of Trust is made with respect to that certain Promissory Note Secured by a Deed of Trust (Authority South Mall Property) dated August 20, 2019 ("Promissory Note") executed by Trustor in favor of Beneficiary and that certain Disposition and Development Agreement dated May 17, 2017, as amended by the First Amendment to Disposition and Development Agreement dated May 15, 2019, incorporated herein by reference ("Development Agreement") entered into by and between Trustor's predecessor in interest, Lab Holding LLC, Beneficiary and the City of Corona, a California municipal corporation ("City").

1. Grant in Trust. Trustor irrevocably grants, bargains, sells, and conveys to Trustee in trust, with the power of sale and the right of entry, for the benefit of Beneficiary that certain real property located in the County of Riverside, State of California, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements") and all other rights and interests now or in the future benefiting or otherwise relating to the Land or Improvements, including easements, rights-of-way, water rights and water stock (the "Appurtenances," and together with the Land and the Improvements, the "Property").

2. Secured Obligation. Trustor makes this grant for the purpose of securing payment and performance of the following: (i) the Promissory Note, in the original principal amount of Eight Hundred One Thousand Dollars (\$801,000.00) (as such Promissory Note may from time to time be supplemented, amended extended, renewed or otherwise modified); (ii) all present and future obligations of Trustor to Beneficiary under this Deed of Trust and the Development Agreement; and (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement, which is secured by this Deed of Trust (collectively referred to as the "Secured Obligations"). The Secured Obligations are incorporated in and made a part of this Deed of Trust.

3. Property Provisions. To protect the security of this Deed of Trust, and with respect to the Property described above, Trustor agrees:

3.1 To keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

3.2 To keep the Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required by applicable provisions of the Secured Obligations, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies, if requested, shall be deposited with the Beneficiary;

3.3 To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

3.4 To pay: at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on the Property when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto.

4. Additional Provisions. It is mutually agreed:

4.1 That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.

4.2 That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4.3 That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4.4 That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its

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fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

4.5 Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor of successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

4.6 That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Promissory Note and Development Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

4.7 The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

4.8 Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

5. Event of Default. The term "Event of Default" as used in this Deed of Trust is deemed to occur if Trustor is in material breach of any of its obligations under: (i) the Promissory Note; (ii) this Deed of Trust; or (iii) the Development Agreement and such material breach has not been cured within thirty (30) calendar days after Trustor has received written notice from the Beneficiary of such material breach; provided, however, that if the Trustor commences to cure, correct or remedy the alleged material breach within thirty (30) calendar days after the date of written notice specifying such breach and shall diligently complete such cure, correction or remedy, the Trustor shall not be deemed to be in default hereunder.

6. Remedies upon Event of Default. Upon the occurrence of any Event of Default (defined in Section 3.5 above): (i) all Secured Obligations shall immediately become due and payable without further notice to Trustor; (ii) upon demand by Beneficiary, Trustor shall pay to Beneficiary sums which will be sufficient to pay all taxes which are or may become a lien affecting the Property and the premiums for any policies of insurance to be maintained hereunder. In addition, Beneficiary may, without notice to or demand upon Trustor, exercise any one or more of the following remedies, either directly or through Trustee, an agent or court-appointed receiver:

- (i) enter, take possession of, manage, and exercise any other rights of an owner of the Property, and use any other properties of Trustor relating to the Property, all without payment of rent or other compensation to Trustor;
- (ii) conduct any business of Trustor in relation to the Property and deal with Trustor's creditors, debtors, tenants, agents and employees and any other persons having any relationship with Trustor in relation to the Property;
- (iii) take such other action as Beneficiary deems appropriate to protect the security of this Deed of Trust.

Beneficiary may execute and deliver to Trustee written notice of default and of its election to cause all or any part of the Property to be sold, which notice Trustee shall cause to be filed for record; and after the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell such Property at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as Beneficiary may direct (Trustor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States (or cash equivalents acceptable to Trustee to the extent permitted by applicable law), payable at the time of sale. Any person, including Trustee or Beneficiary, may purchase at such sale, and any bid by Beneficiary may be, in whole or in part, in the form of cancellation of all or any part of the Secured Obligations. Any such sale shall be free and clear of any interest of Trustor and any lease, encumbrance or other matter affecting the Property so sold which is subject or subordinate to this Deed of Trust.

All proceeds of collection, sale or other liquidation of the Property shall be applied first to all costs, fees, expenses and other amounts (including interest) payable by Trustor under this Deed of Trust and to all other Secured Obligations not otherwise repaid in such order and manner as Beneficiary may determine, and the remainder, if any, to the person or persons legally entitled thereto.

Each of the remedies provided in this Deed of Trust is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Deed of Trust or by applicable laws. Trustor, for itself and for any other person claiming by or through Trustor, waives, to the fullest extent permitted by applicable laws, all rights to require a marshaling of assets by Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to any particular portion of the Property or any other security (whether such portion shall have been retained or conveyed by Trustor) before resorting to any other portion, and all rights of redemption, stay and appraisal.

7. Costs, Fees and Expenses. Trustor shall pay, on demand, all costs, fees, expenses, advances, charges, losses and liabilities of Trustee and Beneficiary under or in connection with this Deed of Trust or the enforcement of, or the exercise of any remedy or any other action taken by Trustee or Beneficiary under, this Deed of Trust or the collection of the Secured Obligations, in each case including (i) reconveyance and foreclosure fees of Trustee, (ii) costs and expenses in connection with the operation, maintenance, preservation, or sale of the Property or foreclosure of this Deed of Trust, (iii) advances made by Beneficiary to complete or partially construct all or any

part of any construction on the Land, (iv) cost of evidence of title, and (v) the reasonable fees and disbursements of Trustee's and Beneficiary's legal counsel.

8. Subordination. This Deed of Trust may be subordinated only to the lien of a first deed of trust against the Property by a Qualified Lender, as defined below (“Senior Loan”), but only on condition that all of the proceeds of the proposed Senior Loan, less any transaction costs, must be used to provide financing for the Project, as defined in the Development Agreement. Upon a determination by the Beneficiary’s Executive Director that the conditions in this Section have been reasonably satisfied, the Beneficiary’s Executive Director or his/her designee on behalf of the Beneficiary will be authorized to execute subordination agreement(s) that are reasonably satisfactory to the Beneficiary’s legal counsel without the necessity of any further action or approval by Beneficiary. For purposes of this Section, a “Qualified Lender” shall mean any of the following: (a) a bank (State, Federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (State or Federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), Federal or State agency regularly making or guaranteeing mortgage loans, investment bank or a subsidiary of a Fortune 500 company, real estate mortgage brokers and bankers, real estate mortgage and investment trusts, real estate bond dealers, venture capital firms or funds; (b) any entity that is an affiliate of or is a combination of any one or more of the entities described in subsection (a) of this Section; or (c) any other lender that is reasonably acceptable to the Beneficiary’s Executive Director.

9. Miscellaneous Provisions.

9.1 Governing Law. This instrument shall be deemed to have been made in the State of California, and the validity of this Deed of Trust, the Promissory Note and Development Agreement, their construction, interpretation, and enforcement, and the parties' rights under such documents and concerning the Property, shall be decided under, governed by, and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Deed of Trust, the Promissory Note and Development Agreement shall be tried and litigated only in the state courts located in the County of Riverside, State of California, or federal courts located in the Central District of California. Trustor waives any right Trustor may have to assert the doctrine of forum non conveniens or to object to such venue.

9.2 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below.

To Beneficiary:

City of Corona Housing Authority
Attention: Executive Director
400 S. Vicentia Avenue
Corona, CA 92882

To Trustor:

Rest Area LLC
c/o LAB Holding, LLC
Attention: Shaheen Sadeghi
709 Randolph Avenue
Costa Mesa, CA 92626

Notice shall be deemed given five (5) calendar days after the date of mailing to the party, or, if personally delivered, when received by the Executive Director of the Authority or the Trustor, as applicable.

9.3 Liability for Acts or Omissions. Beneficiary shall not be liable or responsible for its acts or omissions under this Deed of Trust, except for Beneficiary's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Beneficiary, if selected with reasonable care.

9.4 Joint and Several Obligations. If more than one person is named as Trustor, each obligation of Trustor under this Deed of Trust shall be the joint and several obligations of each such person.

9.5 Severability. If any provision of this Deed of Trust, the Promissory Note or the Development Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of any of the aforementioned documents which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

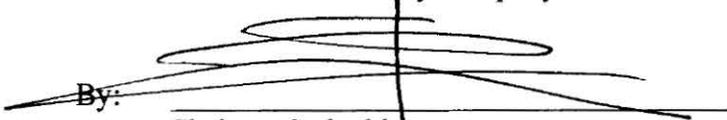
9.6 Meaning of Certain Terms. As used in this Deed of Trust and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Deed of Trust as a whole, rather than any particular provision of it.

9.7 Gender and Number. Wherever the context so requires in this Deed of Trust, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

9.8 Captions. Captions and paragraph headings used in this Deed of Trust are for convenience of reference only, are not a part of this Deed of Trust and shall not be used in construing it.

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first written above.

REST AREA LLC
a California limited liability company

By: 
Shaheen Sadeghi
Managing Member

10.03.19
Date

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.

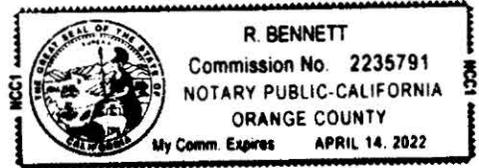
STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On October 8, 2019, before me, R. Bennett, a Notary Public, personally appeared Shahen Sadeghi, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is~~s~~ 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]
Notary Public



(SEAL)

**EXHIBIT "A"
DEED OF TRUST
(CORONA MALL SOUTH PROPERTY)**

LEGAL DESCRIPTION OF LAND

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 132, ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 3, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL THAT PORTION OF SEVENTH STREET ADJOINING SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON MAY 19, 1969 HAVING BEEN RECORDED MAY 26, 1969 AS INSTRUMENT NO. 51651, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119 AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE N. 07°17'08" E., ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE N. 07°17'08" E., A DISTANCE OF 122.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 80.00 FEET; THENCE S. 07°17'08" W., A DISTANCE OF 122.00 FEET TO A POINT WHICH BEARS N. 82°42'52" W., A DISTANCE OF 80.00 FEET FROM THE POINT OF BEGINNING. THENCE S. 82°42'52" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

ALL THAT PORTION OF LOTS 2 AND 3 IN BLOCK 132 AND ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 5, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199; IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS AT PAGE 8 THEREOF, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE NORTH 07° 17' 18" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE 200 FEET; THENCE NORTH 82° 42' 52" WEST 70 FEET; THENCE NORTH 07° 17' 08" EAST 122 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 82° 42' 52" WEST 80 FEET; THENCE NORTH 07° 17' 08" EAST 40 FEET; THENCE SOUTH 82° 42' 52" EAST 80 FEET; THENCE SOUTH 07° 17' 08" WEST 40 FEET TO THE

POINT OF BEGINNING.

PARCEL 3

ASSESSOR PARCEL NUMBER 117-191-004

THAT PORTION OF LOTS 7, 8, 9, AND 10 IN BLOCK 132 AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07° 16' 08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82° 43' 52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 30.00 FEET; THENCE NORTH 07° 16' 08" EAST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4

ASSESSOR PARCEL NUMBER 117-191-002

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE S. 82° 43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING S. 82°43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET; THENCE S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET; THENCE N. 82° 43' 52" W., PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 25.00 FEET TO A POINT WHICH BEARS S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET FROM THE POINT OF BEGINNING; THENCE N. 07° 16' 08" E., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5

ASSESSOR PARCEL NUMBER 117-191-001

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY , MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82°43'52" EAST, ALONG SAI D PARALLEL

CAJR\01000.22003\10226007.1

LINE A DISTANCE OF 15 .02 FEET; THENCE SOUTH 07°16'08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82°43'52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET. A DISTANCE OF 25.00 FEET; THENCE NORTH 07°16'08" EAST, A DISTANCE OF 70.00 FEET TO SAID LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SIXTH STREET; THENCE SOUTH 82°43'52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING.

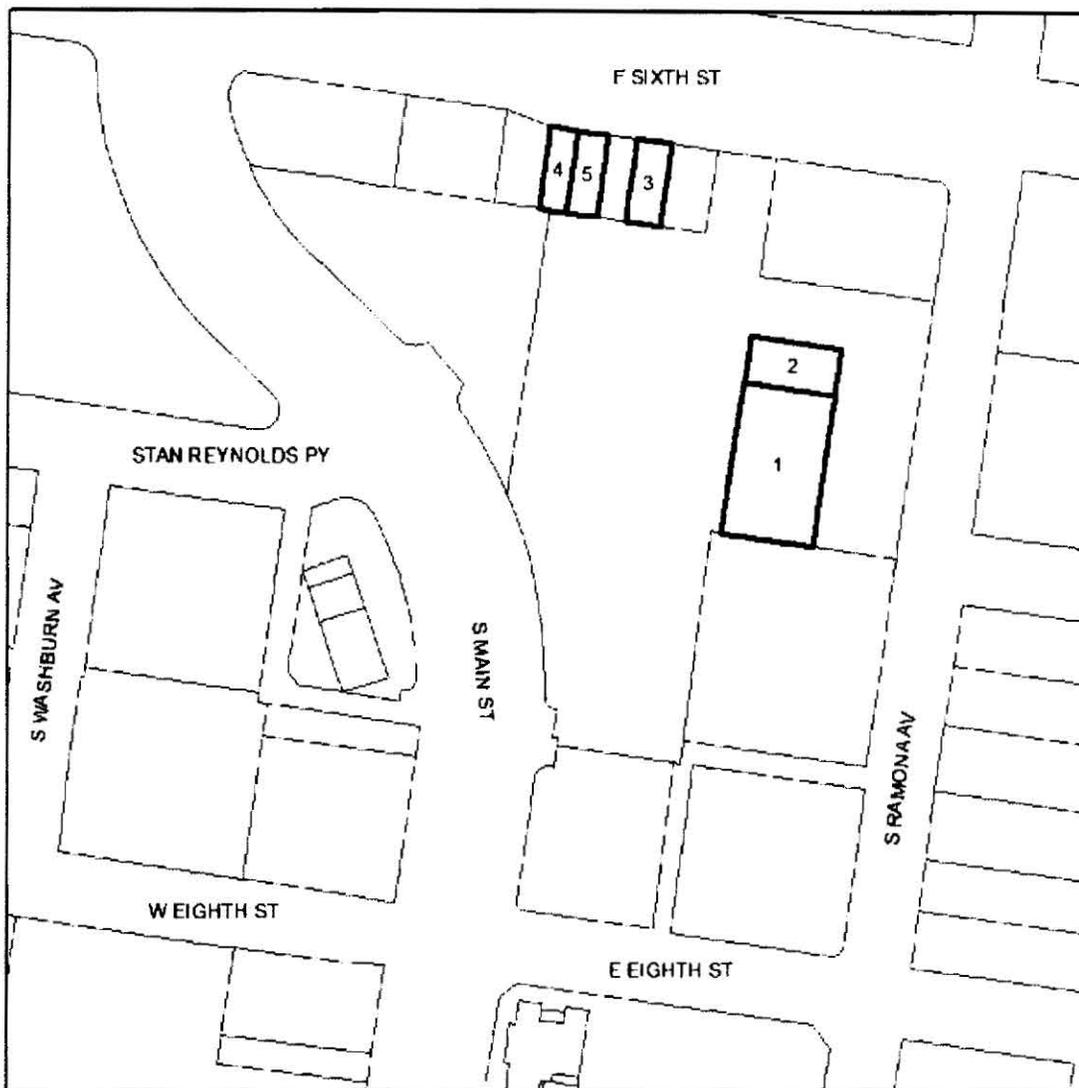


Exhibit A - Corona Mall South Properties



- | | |
|---|----------------------------|
| 1 | 117191022 (683 S MAIN ST) |
| 2 | 117191021 (675 S MAIN ST) |
| 3 | 117191004 (138 E SIXTH ST) |
| 4 | 117191001 (106 E SIXTH ST) |
| 5 | 117191002 (114 E SIXTH ST) |

Date: 10/2/2019

**EXHIBIT "F"
TO DDA**

**PURCHASE AND SALE AGREEMENT FOR
AUTHORITY SOUTH MALL OPTION PROPERTY**

[SEE ATTACHED THIRTY-FOUR (34) PAGES]

APNS: Portions of 117-183-004
and 117-191-019
Federal ID No.: 95-6000697

**AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)**

First American Title Insurance Company
3281 East Guasti Road, Suite 440
Ontario, California 91760
Attention: Angela Northan

Escrow No: _____
Title Order No.: _____

1. PARTIES AND DATE.

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as of this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR*****, by and between REST AREA, LLC, a California limited liability company (“Buyer”), and the CITY OF CORONA, a California municipal corporation (“Seller”). Buyer and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties” throughout this Agreement.

This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by Seller’s governing body or its delegated representative and signed by all Parties (“Effective Date”).

2. RECITALS.

2.1 Seller Property. Seller is the owner in fee of certain real property located at the southwest corner of East Sixth Street and South Main Street, Corona, California identified as Assessor’s Parcel Number 117-183-004, which is approximately 0.67 acres (“Parcel One”) and Assessor’s Parcel Number 117-191-019, which is approximately 2.22 acres (“Parcel Two”), in Riverside County, California, as described and depicted in **Exhibit “A”** attached hereto and incorporated herein by reference.

2.2 Project. Buyer desires to acquire approximately 3,075 square feet of Parcel One, as described and depicted in **Exhibit “B”** attached to this Agreement and incorporated herein by this reference (“Parcel One Acquisition”) and approximately 4,688 square feet of Parcel Two, as described and depicted in **Exhibit “C”** attached to this Agreement and incorporated herein by this reference (“Parcel Two Acquisition”) for the purpose of rehabilitating and improving that certain commercial shopping center commonly referred to as the Corona Mall (“Project”). Parcel One Acquisition and Parcel Two Acquisition is collectively referred to in this Agreement as the “Property” and shall include all of Seller’s right, title and interest, in and

to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property.

2.3 Findings. Seller has determined that the development of the Project on the Property, and other adjacent real property currently owned by Buyer, is in the best interests of the City and the health, safety and welfare of the City's taxpayers and residents. Pursuant to Government Code Section 37350, implementation of this Agreement will further the common benefit because it will allow the Property to be developed for a more productive and profitable use and will serve as a catalyst for development in the City of Corona's downtown area.

2.4 Purpose. The Seller desires to sell the Property to the Buyer for the development of the Project and the Buyer desires to purchase the Property from the Seller for the same purpose.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

3. TERMS.

3.1 Purchase Price. The total purchase price for the Property is One Hundred Sixteen Thousand Dollars (\$116,000) based upon an appraised value of Fifteen (\$15.00) per square foot ("Purchase Price").

3.2 Earnest Money Deposit. Within ten (10) business days following execution of this Agreement, Buyer shall deposit into escrow the sum of Eleven Thousand Six Hundred Dollars (\$11,600.00), as an earnest money deposit ("Deposit"), which Deposit shall be applicable to the Purchase Price at Close of Escrow. If Buyer defaults in its obligation to purchase the Property, the Deposit shall be retained by Seller and shall constitute liquidated damages, as set forth in Section 3.8.5 below.

3.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller, less the Deposit provided for in Section 3.2, which shall be paid earlier as provided for therein. The Purchase Price shall be paid through escrow in cash, by cashier's or certified check, or by wire transfer.

3.4 R&T Code Section 18662 Withholding Requirements. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3-1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board, unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

3.5 Escrow.

3.5.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow (“Escrow”) for the conveyance of the Property with First American Title Insurance Company (“Escrow Holder”). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“Opening of Escrow”). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened (“Opening Date”).

3.5.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“Additional Instructions”) of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

3.5.3 Close of Escrow. The recordation of the Grant Deeds conveying title to the Property from Seller to Buyer in substantially the same form included in Exhibit “D” and Exhibit “E” attached hereto, and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute “Close of Escrow” or “Closing,” and the date thereof shall be the “Closing Date” as provided for herein. Close of Escrow shall occur forty-five (45) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the Extended Closing Date (defined below), if any, for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 3.8 herein. If no notice of termination as provided in Section 3.7 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. Note: The “Extended Closing Date” is a date beyond the original Closing Date, agreed to by Buyer and Seller.

3.5.4 Costs of Escrow. All costs of the Title Policy (defined below) shall be paid by Buyer, and all Escrow fees and normal closing costs attributable to the conveyance of the Property (“Escrow Fees and Closing Costs”) shall be split 50/50 between Buyer and Seller, which costs and fees shall be collectively referred to as “Title and Escrow Costs” throughout this Agreement. Seller shall be solely responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property, as well as any payment of taxes, assessments and bonds, as described in Section 3.5.5 below. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any.

3.5.5 Property Taxes, Assessments and Bonds. Seller shall timely pay all real property taxes, assessments and bonds allocable to the Property accruing prior to the Closing Date. Buyer shall pay all real property taxes, assessments and bonds allocable to the Property accruing on or after the Closing Date.

3.5.6 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow, as provided in this Agreement.

C. Title Policy. Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.6.2 below.

D. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue thereafter for the full statutory period.

E. General Plan Consistency Determination. The Community Development Director for the City of Corona shall have determined that the City's disposition of fee title to the Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.

F. Escrow Closing Costs Statement. Buyer shall have approved Escrow Holder's estimated closing costs statement.

G. New Parking Design. The City Manager, or his or her designee, shall have approved a new parking design for that portion of Parcel One and Parcel Two remaining after the conveyance of the Property to Buyer that provides sufficient parking as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access to serve the Corona Mall South property located at the southwest corner of East Sixth Street and South Main Street, west of South Ramona Avenue.

3.5.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

A. Payments and Documents. Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

B. Obligations. Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow, as provided in this Agreement.

C. Representations and Warranties. All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue for the full statutory period.

D. General Plan Consistency Determination. The Community Development Director for the City of Corona shall have determined that the City's disposition of fee title to the Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.

E. Escrow Closing Costs Statement. Seller shall have approved Escrow Holder's estimated closing costs statement.

F. New Parking Design. The City Manager, or his or her designee, shall have approved a new parking design for that portion of Parcel One and Parcel Two remaining after the conveyance of the Property to Buyer ("Remnant Parcels") that provides sufficient parking as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access to serve the Corona Mall South property located at the southwest corner of East Sixth Street and South Main Street, west of South Ramona Avenue. Seller acknowledges that, pursuant to Sections 17.76.050 and 17.76.010(C) of the Corona Municipal Code, as it exists on August 19, 2020, no additional off-street parking is required for any structural change, remodeling or rebuilding of any existing building or structure for any property in the Corona Mall, provided that such structural change, remodeling or rebuilding does not result in an increase in the floor area of an existing building or structure. Seller further acknowledges that the restriping of the parking lots on the Remnant Parcels is not currently considered to be a structural change, remodeling or rebuilding of any existing building or structure and, thus, would not require Buyer to provide additional parking. The Parties acknowledge and agree that Seller, in its legislative capacity, is authorized to modify the parking requirements that would apply to the Remnant Parcels and/or the Property. Therefore, to the extent that said parking requirements are modified prior to the Close of Escrow such that the new parking design for the Remnant Parcels will not satisfy the then current requirements of the Corona Municipal Code and/or other applicable laws, rules or regulations, Buyer may terminate this Agreement pursuant to Section 3.8.1.

3.5.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

A. Purchase Price. The Purchase Price, less any Deposit that has previously been paid by Buyer pursuant to Section 3.2 herein.

B. Title and Escrow Costs. Funds required to pay the Closing Costs payable by Buyer pursuant to Section 3.5.4 herein.

C. Additional Customary Charges. Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

D. Commissions. Funds required to pay all sales or brokerage commissions and finder's fees payable by Buyer, if any, with respect to the transaction which is the subject of this Agreement.

E. Change of Ownership. Preliminary Change of Ownership form.

F. Additional Documents and Funds. Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.5.9 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

A. Commissions and Fees. Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

B. Grant Deeds. The fully-executed and acknowledged Grant Deeds attached as **Exhibit "D"** and **Exhibit "E"** hereto and incorporated herein by reference.

C. Tax Certificates and Forms. FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

D. Additional Documents and Funds. Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

3.5.10 Escrow Holder Responsibilities. Upon Closing, the Escrow Holder is authorized and instructed to:

A. Liens and Encumbrances. Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes, assessments and bond obligations respecting the Property which became due and payable prior to

Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

B. Payments for Fees, Charges and Costs. Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 3.5.4, 3.5.5, 3.5.8 and 3.5.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and Close the Escrow.

C. Grant Deeds. Record the Grant Deeds and any other instruments, as appropriate, delivered through Escrow.

D. R&T Code Section 18662 Withholding Requirements. Withhold from funds otherwise payable to Seller at Close of Escrow in such amount as Buyer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3-1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

E. Funds and Documents. Disburse such other funds and deliver such other documents to the Parties entitled thereto.

F. Title Policy. Cause the Title Policy to be issued.

3.5.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 3.10.1 herein for notices, demands and communications between the Buyer and Seller.

3.5.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3.6 Title.

3.6.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Insurance Company ("Title Company") to issue to Buyer upon Close

of Escrow its California Land Title Association (CLTA) Standard Owner's Form Policy of Title Insurance ("Title Policy") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.6.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

A. Non-Delinquent Tax, Assessment and Bond Liens. A lien to secure payment of general and special real property taxes, assessments and bonds obligations, provided they are not delinquent.

B. Supplemental Taxes. A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

C. Buyer Creation or Consent. Matters affecting the condition of title created by or with the consent of Buyer.

D. Disclosed to and Approved by Buyer. Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).

3.6.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening of Escrow, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the "Title Report"). Upon the later of (a) fifteen (15) days following the Opening Date; or (b) fifteen (15) days following Buyer's receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute "Disapproved Matters," which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any exceptions to title not disapproved in writing within said period of time shall be deemed approved by Buyer.

3.7 Suitability and Condition of Property.

3.7.1 Inspections and Right of Entry. Prior to Close of Escrow, Buyer may conduct, at Buyer's sole expense, such inspections of the Property as Buyer may desire or deem appropriate, in Buyer's sole discretion. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property prior to the Closing Date for the purpose of conducting such inspections. Seller shall have the right, but not the obligation, to accompany Buyer during such inspections and

investigations; provided, however, in no event shall any invasive testing or procedures be permitted by Buyer or its agents or contractors without prior written consent of Seller. Buyer, at its sole cost and expense, agrees to restore the Property to the condition the Property was in prior to Buyer's entry.

3.7.1.1 Insurance. Prior to Buyer or its agents or contractors entering upon the Property pursuant to Section 3.7.1, Buyer shall (i) give Seller forty-eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Seller that Buyer, or its agents or contractors, have obtained commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000 each limit; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$5,000,000 each occurrence and aggregate. Such liability insurance shall include or be endorsed (amended) to state that: (1) Buyer, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured; and (2) the insurance coverage shall be primary insurance as respects Buyer, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage. Such liability insurance policy shall be placed with an insurer with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.7.1.2 Indemnification. Buyer shall defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's or Buyer's employees, representatives, agents and contractors activities on the Property under Section 3.7.1. The indemnity obligations of Buyer under this Section 3.7.1.2 shall survive the Closing or termination of this Agreement.

3.7.2 Acceptance of Property "As-Is". Except as otherwise expressly provided herein, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of the Property, and not as a result of any representation(s) made by Seller or any employee, official, consultant or agent of Seller relating to the condition of the Property (unless such statement or representation is expressly and specifically set forth in this Agreement), its use, development potential and suitability for Buyer's intended use, including, without limitation, the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof, including, but not limited to, zoning, building, subdivision, environmental or other such regulations; the necessity of availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports,

requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "Permits"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer. Buyer hereby waives and releases all claims and demands against Seller for any such loss, damage or injury and agrees to indemnify, defend and hold Seller harmless from and against any and all loss, claim, action, demand, damage, costs and expenses (including reasonable attorney's fees) arising from or related to any such loss, damage, injury or claim.

3.7.3 California Civil Code Section 1542. Buyer hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Buyer acknowledges that with respect to the acquisition of the Property, Buyer may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Buyer hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to him under Section 1542 or other statute or judicial decision of similar effect.

Buyer's Initials

This acknowledgment and release shall survive the Close of Escrow.

3.8 Termination, Defaults and Remedies.

3.8.1 Exercise of Buyer's Termination Rights. If Buyer's conditions precedent to Close of Escrow do not occur as required in Section 3.5.6 herein, and if Buyer thereby elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. In such event, Buyer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.2 Exercise of Seller’s Termination Rights. If Seller’s conditions precedent to Close of Escrow do not occur as required in Section 3.5.7 herein, and if Seller thereby elects to exercise its rights to terminate this Agreement and the Escrow, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In such event, Seller shall pay all Termination Costs. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.3 Buyer’s Breach. If Buyer materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. Seller shall have no right to seek specific performance of this Agreement.

Seller’s Initials

Buyer’s Initials

3.8.4 Seller’s Breach. If Seller materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following notice from Buyer, then Buyer, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, may, at Buyer’s option, terminate this Agreement and the Escrow by giving written notice to Seller and Escrow Holder. In such event, Seller shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

3.8.5 Return of Documents and Funds; Disbursement of Deposit; Liquidated Damages; Release of Liability as to Escrow Holder. In the event Escrow Holder receives written notice from Buyer, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.8.1, then Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs as appropriate, to the Party depositing the same. In the event Escrow Holder receives written notice from Buyer, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.8.1 herein, if Seller elects to terminate this Agreement as provided for in Section 3.8.2 herein, or in the event Seller terminates this Agreement due to Buyer’s material breach, as provided for in Section 3.8.3 herein, the Parties hereby agree that it would be impractical or extremely difficult to fix the actual damages to Seller. The Parties therefore hereby agree that a reasonable estimate of such damages is an amount equal to the Deposit provided for in Section 3.2 herein. In such event, Seller will be entitled to retain the Deposit and such amount shall be deemed fully agreed liquidated damages, and all other potential remedies are hereby expressly waived by Seller. Therefore, Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs as appropriate, to the Party depositing the same, except for the Deposit which shall be paid to Seller. The Parties hereby release Escrow Holder, and shall hold Escrow Holder

free and harmless, from all liabilities associated with such termination, excepting for Escrow Holder's obligations to return documents and funds, including the Deposit, as provided herein.

Seller's Initials

Buyer's Initials

3.9 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

3.9.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property and are enforceable in accordance with their respective terms.

3.9.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy of the Property.

3.9.3 Hazardous Materials. Seller is aware of its obligations under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding release of hazardous substances on the Property. To Seller's current actual knowledge, Seller has not caused any Hazardous Material to be placed or disposed of on or at the Property or any part thereof in any manner or quantity which would constitute a violation of any Hazardous Materials law, nor has Seller received any written notices that the Property is in violation of any Hazardous Materials law. For purposes of this section, "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, including, without limitation, California Health and Safety Code Sections 25316 and 25317, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sect. 9601 *et seq.* (42 U.S.C. Sec. 9601).

3.9.4 Litigation. To Seller's current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.

3.9.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deeds and the Close of Escrow.

3.10 Miscellaneous.

3.10.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer:	Rest Area LLC c/o LAB Holding, LLC 709 Randolph Avenue Costa Mesa, CA 92626 Attn: Shaheen Sadeghi Telephone: (714) 966-6661 Facsimile: (714) 966-1177
-----------	---

To Seller: City of Corona
 400 South Vicentia Avenue
 Corona, CA 92882
 Attn: Jacob Ellis, City Manager
 Telephone: (951) 736-2437
 Facsimile: (951) 736-2493

With Copy to: City of Corona
 400 South Vicentia Avenue
 Corona, CA 92882
 Attn: Dean Derleth, City Attorney
 Telephone: (951) 279-3505
 Facsimile: (951) 736-2493

To Title Company: First American Title Insurance Company
 3281 East Guasti Road, Suite 440
 Ontario, CA 91760
 Telephone: (909) 510-6220
 Facsimile: (877) 461-2090

3.10.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives, and will survive Close of Escrow and the recordation of the Grant Deed.

3.10.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, Seller will assign to Buyer all insurance proceeds and the Purchase Price will be reduced by the amount of any deductible. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If the Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Buyer may elect to terminate this Agreement as provided in Section 3.8.1 above.

3.10.4 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to Seller, the payment to Seller at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for which such Party has become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from

and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

3.10.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deeds and the Close of Escrow.

3.10.6 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

3.10.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

3.10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.10.9 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.10.10 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.10.11 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

3.10.12 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.10.13 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

3.10.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the

prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

3.10.15 Successors and Assigns. Subject to the provisions of Section 3.10.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.10.16 Ratification. Seller's obligation to convey title to the Property to Buyer, as provided herein, are subject to the approval and ratification of this Agreement by the Seller's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event Seller's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Seller may terminate this Agreement and the Escrow as provided in Section 3.8.2 herein.

3.10.17 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

3.10.18 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

3.10.19 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for the commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or holiday observed by national banks or the Title Insurer.

3.10.20 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.10.21 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.10.22 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement

between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.10.23 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

[SIGNATURES ON FOLLOWING 2 PAGES]

**BUYER’S SIGNATURE PAGE FOR
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)**

IN WITNESS WHEREOF, the Buyer has executed this Agreement as of the latest date set forth below.

REST AREA LLC
a California limited liability company

By: **EXHIBIT ONLY – DO NOT**

Shaheen Sadeghi, its Managing Member

Date

EXHIBIT "A"
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)

LEGAL DESCRIPTION AND
DEPICTION OF PARCEL ONE AND PARCEL TWO

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

PARCEL ONE (APN 117-183-004)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-183-004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS .67 ACRES M/L IN POR BLK 131 MB 009/008 SB SOUTH RIVERSIDE LAND / WATER CO.

PARCEL TWO (APN 117-191-019)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-191-019 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 2.27 ACRES M/L IN POR BLKS 119/132 MB 009/006 SB SOUTH RIVERSIDE LAND / WATER CO.

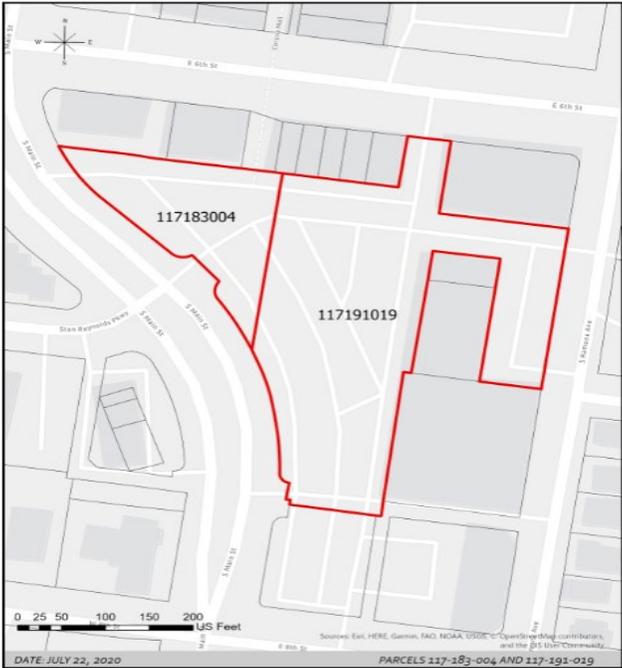


EXHIBIT "B"
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)

LEGAL DESCRIPTION AND
DEPICTION OF PARCEL ONE ACQUISITION

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);
 THENCE NORTH 48°53'18" EAST, 109.50 FEET;
 THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;
 THENCE NORTH 40°45'03" WEST, 3.03 FEET ALONG SAID NORTHEASTERLY LINE TO THE BEGINNING OF A 17.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 40°44'09" EAST;
 THENCE SOUTHWESTERLY 5.80 FEET ALONG THE ARC OF SAID CURVE AND NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 19°33'41";
 THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;
 THENCE SOUTH 82°56'07" EAST, 88.81 FEET;
 THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;
 THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.
 CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF


 TY E. THOMAS
 P.L.S. 9309

07-09-2020
 DATE



**EXHIBIT "C"
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)**

**LEGAL DESCRIPTION AND
DEPICTION OF PARCEL TWO ACQUISITION**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);
THENCE NORTH 48°53'18" EAST, 125.19 FEET;
THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;
THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";
THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;
THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;
THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;
THENCE NORTH 39°58'33" EAST, 7.09 FEET;
THENCE NORTH 43°02'23" WEST, 7.11 FEET;
THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

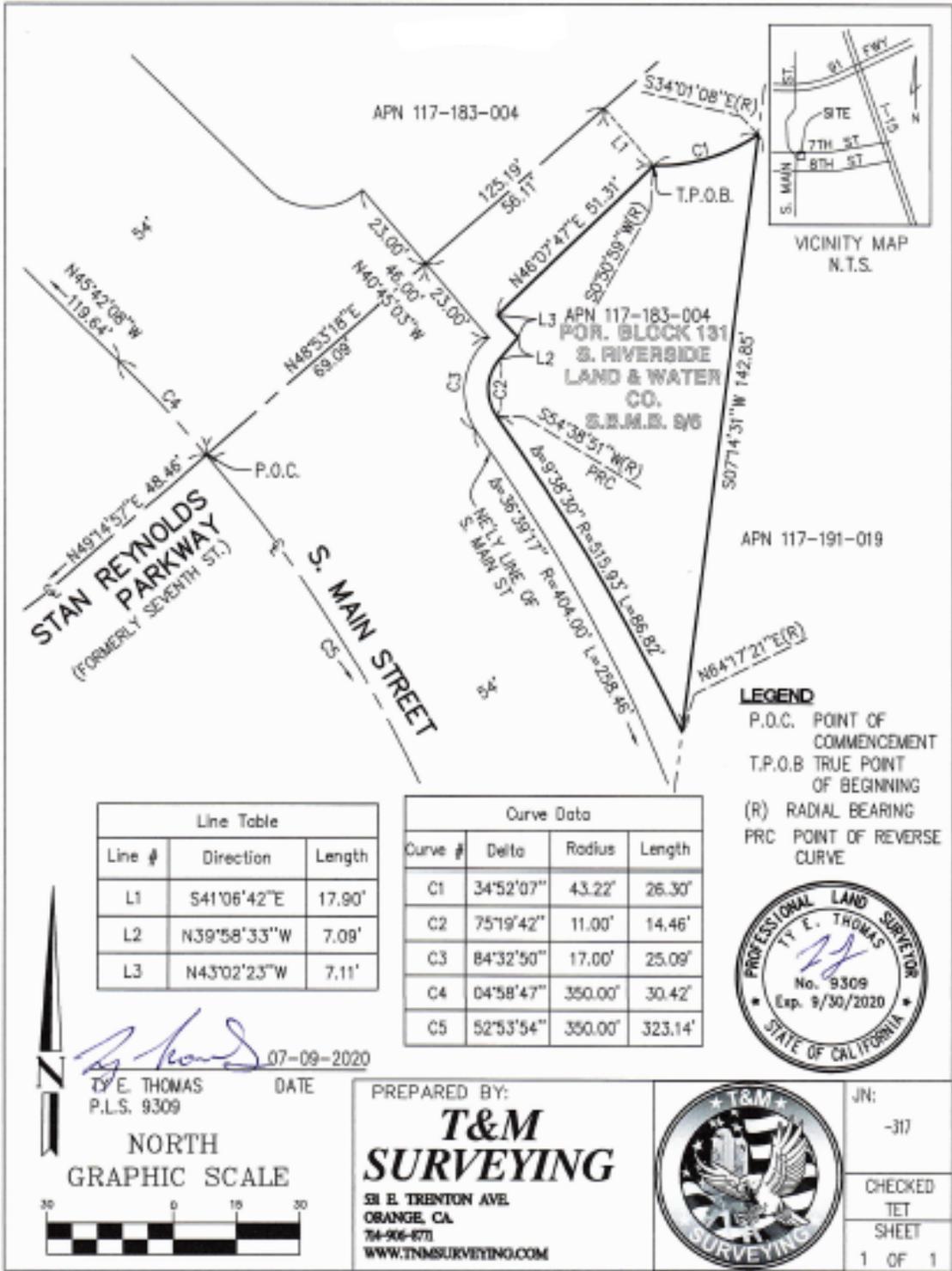
PREPARED BY OR UNDER THE DIRECTION OF



TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE





**EXHIBIT “D”
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)
GRANT DEED FOR PARCEL ONE ACQUISITION**

[SEE ATTACHED FOUR (4) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
City Clerk (Economic Development)
400 S. Vicentia Ave.
Corona, CA 92882

Fee Exempt under Gov. Code Section 27383
Above Space for Recorder's Use

APN's: Portion of 117-183-004
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF CORONA, a California municipal corporation** ("Grantor") hereby grants to **REST AREA, LLC, a California limited liability company** ("Grantee"), the following described real property (the "Property") situated in the County of Riverside, State of California:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____ *****YEAR*****

CITY OF CORONA
a California municipal corporation

By:

EXHIBIT ONLY – DO NOT SIGN

Jacob Ellis
City Manager

Date

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards
City Clerk

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

Exhibit "A"
To

Grant Deed
For Parcel One Acquisition

**LEGAL DESCRIPTION AND
DEPICTION OF PROPERTY**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 109.50 FEET;

THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 40°45'03" WEST, 3.03 FEET ALONG SAID NORTHEASTERLY LINE TO THE BEGINNING OF A 17.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 40°44'09" EAST;

THENCE SOUTHWESTERLY 5.80 FEET ALONG THE ARC OF SAID CURVE AND NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 19°33'41";

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;

THENCE SOUTH 82°56'07" EAST, 88.81 FEET;

THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;

THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF

 _____

TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE



**EXHIBIT “E”
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)
GRANT DEED FOR PARCEL TWO ACQUISITION**

[SEE ATTACHED FOUR (4) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
City Clerk (Economic Development)
400 S. Vicentia Ave.
Corona, CA 92882

Fee Exempt under Gov. Code Section 27383
Above Space for Recorder's Use

APN's: Portion of 117-191-019
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF CORONA, a California municipal corporation** ("Grantor") hereby grants to **REST AREA, LLC, a California limited liability company** ("Grantee"), the following described real property (the "Property") situated in the County of Riverside, State of California:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____ *****YEAR*****

CITY OF CORONA
a California municipal corporation

By:

EXHIBIT ONLY – DO NOT SIGN

Jacob Ellis
City Manager
Date

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards
City Clerk

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

Exhibit "A"
To

Grant Deed
For Parcel Two Acquisition

**LEGAL DESCRIPTION AND
DEPICTION OF PROPERTY**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 125.19 FEET;

THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;

THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";

THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;

THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;

THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;

THENCE NORTH 39°58'33" EAST, 7.09 FEET;

THENCE NORTH 43°02'23" WEST, 7.11 FEET;

THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF



 T. E. THOMAS
 P.L.S. 9309

07-09-2020

 DATE





**EXHIBIT "G"
TO DDA**

**SCHEDULE OF PERFORMANCE
(DEVELOPMENT COVENANT)**

[SEE ATTACHED ONE (1) PAGE]

**EXHIBIT “G”
TO DDA**

SOUTH CORONA MALL SCHEDULE OF PERFORMANCE

ITEM	MILESTONE	RESPONSIBLE PARTY	COMPLIANCE DATE(S)	APPROVED NEW DATE	COMPLETED
1	Effective Date of Corona Mall Property DDA.	N/A	Within 14 days following approval by City Council.	N/A	05-17-17
2	Opening of Escrow.	City and Developer	Within 14 days following execution of the DDA by Parties.	N/A	05-31-17
3	Close of Escrow Pursuant to Section 3.5.3 of the DDA.	City and Developer	180 days after open of Escrow (plus two 90 day extensions)	N/A	06-05-18
4	Developers to begin initial market study – Regularly scheduled monthly meetings with City staff.	Developer	Not later than 60 days after opening of Escrow	N/A	Completed
5	Preliminary Project design and submittal to the City Infrastructure Committee. Project Design to include phasing plan and conceptual master plan.	Developer	Within 180 days following closing of Escrow.	02-06-19	02-06-19
6	Submittal of façade plans to Planning, Building & Public Works for façade improvements of the Authority South Mall Property parcels consistent with the Project design approved by Infrastructure Committee.	Developer	Within 90 days following Infrastructure Committee	07-25-19	07-25-19
7	Building, Planning and Public Works review of the façade improvement plans	City	120 Days after submittal of the plans	11-29-19	3-11-20
8	Obtain building permit for the construction of the façade improvements set forth in the approved façade improvement plans	Developer	7-days after review/approval of facade improvement plans	01-15-21	01-13-21 (First Permit)
9	Commence construction and diligently pursue façade improvements .	Developer	After issuance of building permit	08-10-22	
10	Secure new tenants.	Developer	Concurrent with construction	On-Going	
11	Complete construction of façade.	Developer	22-months from construction commencement date	06-30-24	

**EXHIBIT "H"
TO DDA**

MEMORANDUM OF AGREEMENT

[SEE ATTACHED TWENTY (20) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager

(Space above for Recorder’s Use)
Fee Exempt under Gov. Code Section 27383

APNs: 117-143-026	117-151-002	117-191-001
117-143-030	117-151-004	117-191-002
117-143-031	117-151-005	117-191-004
117-143-032	117-151-007	117-191-021
117-143-034	117-151-012	117-191-022
117.143-035	117-151-013	
117-143-038	117-151-014	
117-143-039	117-151-015	117-191-019 (portion of)
117-143-040	117-151-016	117-183-004 (portion of)
	117-151-021	117-143-015 (portion of)
	117-151-022	

Federal ID No.: 95-6000697

**MEMORANDUM OF AGREEMENT
(Third Amended & Restated DDA)**

1. PARTIES AND DATE.

This Memorandum of Agreement (“**Memorandum**”) is dated for reference purposes only as of the 4^h day of October, 2023, and is being entered into by and among REST AREA, LLC, a California limited liability company (“**Developer**”), SUN CIRCLE, LLC, a California limited liability company (“**Sun Circle**”), the CITY OF CORONA, a California municipal corporation (“**City**”) and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”). Developer, City and Authority are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**” throughout this Agreement.

2. RECITALS.

This Memorandum is being entered into with reference to the following facts:

2.1 Disposition and Development Agreement. City, Authority and Developer’s and Sun Circle’s predecessor in interest, LAB Holding, LLC, a California limited liability company (“**LAB Holding**”), previously entered into that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated May 17, 2017 (“**Development Agreement**”).

2.2 First Amendment to DDA. City, Authority and LAB Holding then entered into that certain First Amendment to the Development Agreement, dated May 15, 2019 (“**First Amendment**”), in order to modify Lab Holding’s assignment rights under the Development Agreement. Public notice of the Development Agreement and First Amendment was provided by recordation of that certain Memorandum of Agreement Containing Covenants Affecting Real Property on June 4, 2019 as Document No. 2019-0200094.

2.3 Assignment and Assumption Agreement (Sun Circle) – North Mall Property. On or about August 20, 2019, LAB Holding assigned to Sun Circle and Sun Circle assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority North Mall Property.

2.4 Assignment and Assumption Agreement (Developer) – South Mall Property. On or about August 20, 2019, LAB Holding assigned to Developer and Developer assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority South Mall Property.

2.5 Memorandum Purpose. The purpose of this Memorandum is to provide public notice of the Third Amended and Restated Disposition and Development Agreement (“**Third Amended & Restated DDA**”). This Memorandum is not intended to and does not modify or amend the Third Amended & Restated DDA. In the event of any inconsistencies between the Third Amended & Restated DDA and this Memorandum, the provisions of the Third Amended & Restated DDA shall govern and control. All defined terms in this Memorandum shall have the same meanings ascribed to those terms in the Third Amended & Restated DDA. The terms and conditions set forth in the Third Amended & Restated DDA are incorporated herein by this reference.

2.6 Authority North Mall Property & City Option Property. The Third Amended & Restated DDA concerns, in part, the acquisition, disposition, and development of certain properties situated in the City of Corona, County of Riverside, State of California, referred to in the DDA as the “Authority North Mall Property” and the “City Option Property” (the City Option Property consists of the City Parking Lots and City Common Areas). The Authority North Mall Property and City Option Property are more particularly described in **Exhibit “A”** attached hereto. In addition to other provisions, the Third Amended & Restated DDA provides that the Parties have mutually agreed to unwind the North Mall portion of the Project, and thus as provided for therein the Parties will have no further benefits or obligations with respect to the Authority North Mall Property and the City Option Property.

2.7 Authority South Mall Property. The Third Amended & Restated DDA concerns, in part, the acquisition, disposition, and development of certain properties situated in the City of Corona, County of Riverside, State of California, referred to in the DDA as the “Authority South Mall Property”. The Authority South Mall Property is more particularly described in **Exhibit “B”** attached hereto.

2.8 Authority South Mall Option Property. The Third Amended & Restated DDA grants to Developer the option to purchase certain real property owned by the City situated in the City of Corona, County of Riverside, State of California, referred to in the Third Amended & Restated DDA as the “South Mall Option Property”. The South Mall Option Property is more particularly described in **Exhibit “C”** attached hereto.

3. MEMORANDUM.

Based upon the foregoing Recitals, which are incorporated into this Memorandum by reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

3.1 Recitals. The foregoing Recitals are true and correct.

3.2 Recording Against Properties. This Memorandum shall be recorded against the Authority North Mall Property, Authority South Mall Property and the South Mall Option Property. The Third Amended & Restated DDA shall run with the land and shall be binding on Authority and its successors and assigns to fee ownership of the Authority North Mall Property. The Third Amended & Restated DDA shall run with the land and shall be binding on Developer and its successors and assigns to fee ownership of the Authority South Mall Property.

3.3 Counterparts; Authority. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The City Manager of City and Executive Director of Authority are hereby authorized and directed to execute this Memorandum on behalf of City and Authority, respectively, and to take all necessary actions to implement and enforce the same. The person executing this Memorandum on behalf of Developer and Sun Circle warrants that he has the authority to so execute and bind those parties, and to take all necessary actions to implement and enforce the same.

[SIGNATURES AND NOTARIZATIONS ON FOLLOWING PAGES]

SIGNATURE PAGE FOR
MEMORANDUM OF AGREEMENT
(Third Amended & Restated DDA)

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the dates set forth below.

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis, City Manager Date _____

Attest:

Sylvia Edwards, City Clerk

CITY OF CORONA HOUSING AUTHORITY
a public body, corporate and politic

By: _____
Jacob Ellis, Executive Director Date _____

Attest:

Sylvia Edwards, Secretary

REST AREA, LLC
a California limited liability company

By: _____
Shaheen Sadeghi, Managing Member Date _____

SUN CIRCLE, LLC
a California limited liability company

By: _____
Shaheen Sadeghi, Managing Member Date _____

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (Seal)

EXHIBIT "A"
TO MEMORANDUM OF AGREEMENT

**LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY NORTH MALL PROPERTY
& CITY OPTION PROPERTY**

AUTHORITY NORTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

THAT PORTION OF LOTS 5 AND 6 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORD OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 06' 53" EAST, A DISTANCE OF 116.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET TO THE TRUE POINT OF BEGINNING."

AN EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

AN EASEMENT OVER, UNDER, ABOVE, BELOW AND ACROSS THE NORTHERLY FIVE FEET SIX INCHES OF THE REAL PROPERTY LYING IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PARCEL 1 FOR THE PURPOSE OF FOOTING AND FOUNDATIONS FOR BUILDINGS AND STRUCTURES ON THE ABOVE DESCRIBED PARCEL 1 AND FOR THE PURPOSE OF CONSTRUCTING ROOF OVERHANGS AND BUILDING SURFACE OVERHANGING, SAID OVERHANGS TO CONFORM ARCHITECTURALLY WITH ANY BUILDING AND STRUCTURES IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY SO AS NOT TO INTERFERE WITH PEDESTRIAN TRAFFIC THERETO; TOGETHER WITH THE RIGHT TO CONSTRUCT OR CONNECT TO A COMMON OR PARTY WALL, INCLUDING FOOTINGS AND FOUNDATIONS THEREFOR, ALONG THE SOUTHERLY LINES OF THE ABOVE DESCRIBED PARCEL 1 IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 17, 1977 AND RECORDED JANUARY 27, 1977 AS INSTRUMENT NO. 14690 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-143-032

THAT PORTION OF LOTS 4 AND 5 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORDS OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 16' 53" EAST, A DISTANCE OF 90.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET, TO THE TRUE POINT BEGINNING."

PARCEL 3 AND 4

ASSESSOR PARCEL NUMBER: 117-143-038 and ASSESSOR PARCEL NUMBER: 117-143-039

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6 IN SAID BLOCK 144, WITH THE CENTER LINE OF THE 16.00 FEET WIDE ALLEYWAY ABUTTING LOTS 6, 7, 8 AND 9 ON THE WEST, THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID WESTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 6 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET AS SHOWN ON SAID MAP THENCE NORTH 7° 15' 00" EAST 116.00 FEET ON SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 9 IN SAID BLOCK 144; THENCE NORTH 82° 45' 00" WEST 178.05 FEET ON LAST SAID PROLONGATION, THE NORTH LINE OF SAID LOT 9 AND ITS WESTERLY PROLONGATION, TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE SOUTH 7° 15' 00" WEST 116.00 FEET ON SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15,1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 5

ASSESSOR PARCEL NUMBER 117-143-040

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 5 IN SAID BLOCK 144, WITH THE CENTERLINE OF THE 16.00 FEET WIDE ALLEY ABUTTING LOTS 4 AND 5 IN SAID BLOCK, ON THE WEST; THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID PROLONGATION, THE NORTH LINE OF SAID LOT 5 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 7° 15' 00" WEST, 50.00 FEET ON LAST SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 4; HENCE NORTH 82° 45' 00" WEST, 178.05 FEET ON SAID EASTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 4 AND ITS WESTERLY PROLONGATION TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE NORTH 7° 15' 00" EAST 50.00 FEET ON LAST SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE

EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

ALL THAT PORTION OF LOTS 16, 17 AND 18 IN BLOCK 143 AND ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, RIVERSIDE COUNTY RECORDS, ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 52" WEST, ALONG SAID PARALLEL LINE, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, 30 FEET; THENCE SOUTH 82° 43' 07" EAST, AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTERLINE OF MAIN STREET, 29.98 FEET TO SAID LINE PARALLEL WITH THE CENTERLINE OF SIXTH STREET; THENCE NORTH 82° 43' 07" WEST, ALONG SAID PARALLEL LINE, 90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

THOSE PORTIONS OF LOTS 14, 15, AND 16 IN BLOCK 143, ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE, TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE, PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET; THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET TO A POINT THAT BEARS S. 82°43'07" E., A DISTANCE OF 100.00 FEET FROM THE POINT OF BEGINNING. THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8**ASSESSOR PARCEL NUMBER 117-151-015**

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 143, ALL THAT PORTION OF THE MAIN STREET LYING BETWEEN FIFTH AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W., ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET. THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9**ASSESSOR PARCEL NUMBER 117-151-005**

THOSE PORTIONS OF LOTS 8, 9, 10 AND 11 IN BLOCK 143 AND A PORTION OF MAIN STREET (VACATED), AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED)WHICH BEARS NORTH 07°16'53" EAST, 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGLES TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07°16'53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET; THENCE SOUTH 82°43'07" EAST, 100 FEET; THENCE SOUTH 07°16'53" WEST, 62 FEET; THENCE NORTH 82°43'07" WEST, 90 FEET TO THE POINT OF BEGINNING. SAID MAIN STREET HAVING BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORD SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, OFFICIALRECORDS.

PARCEL 10**ASSESSOR PARCEL NUMBER: 117-151-004**

THOSE PORTIONS OF LOTS 7 AND 8 IN BLOCK 143 AND THOSE PORTIONS OF MAIN STREET (VACATED) AND FIFTH STREET (VACATED), AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED) WHICH BEARS NORTH 07°16' 53" EAST 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERS DE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGLES TO

THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07° 16' 53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 07°16' 53" EAST, CONTINUING ALONG SAID PARALLEL LINE, 88 FEET; THENCE SOUTH 82°43'07" EAST 100 FEET; THENCE SOUTH 07°16'53" WEST 88 FEET; THENCE NORTH 82°43'07" WEST 100 FEET, TO THE TRUE POINT OF BEGINNING. SAID PORTIONS OF MAIN STREET AND FIFTH HAVE BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON AUGUST 18, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, OFFICIAL RECORDS. SAID LAND BEING A PORTION OF THE LAND AS SHOWN ON A RECORD OF SURVEY MAP ON FILE IN BOOK 61, PAGES 22 THROUGH 26, INCLUSIVE OF RECORDS OF SURVEYS, RIVERSIDE COUNTY RECORDS.

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 23, 1970, EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, A BODY POLITICAL, PUBLIC AND CORPORATE, AND VASELS, A CALIFORNIA CORPORATION, AND NICHOLS VASELS, RECORD JANUARY 29, 1970 AS INSTRUMENT NO. 8882, OFFICIAL RECORDS.

PARCEL 11

ASSESSOR PARCEL NUMBER 117-151-021

THAT PORTION OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 8, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SHOWN AS THAT PORTION OF PARCEL D-3 OF THE CORONA DOWNTOWN REDEVELOPMENT PROJECT, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN MAP BOOK 61 AT PAGE 22 OF THE OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF PARCEL D-3 EXCEPTING THEREFROM THE NORTH 26.00 FEET AND THE SOUTH 30.00 FEET.

PARCEL 12

ASSESSOR PARCEL NUMBER: 117-151-002

THAT PORTION OF LOTS 9 THROUGH 12 IN BLOCK 156; THAT PORTION OF MAIN STREET LYING BETWEEN FOURTH STREET AND FIFTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016; AND THAT PORTION OF THE EAST-WEST ALLEY IN SAID BLOCK 156; AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON JULY 7, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED JULY 11, 1969 AS INSTRUMENT NO. 70713; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 PAGE 8 OF MAPS, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SAID MAIN STREET WHICH BEARS NORTH 07° 16' 53" EAST, 435 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 07" WEST, AT RIGHT ANGLES TO SAID CENTER LINE OF MAIN STREET, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 132 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 100 FEET; THENCE SOUTH 82° 43' 07" EAST, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTER LINE OF MAIN STREET, 100 FEET; THENCE NORTH 82° 43' 07" WEST, 100 FEET TO THE TRUE POINT OF BEGINNING.



Exhibit A - Corona Mall North Properties



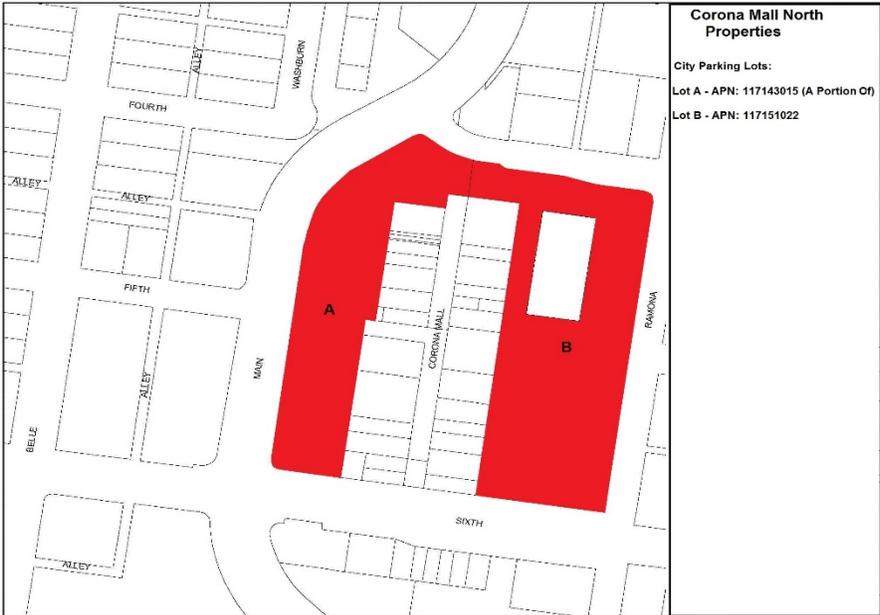
1 117-143-031 (422 Corona Mall)	5 117-143-040 (518 S Main Street)	9 117-151-005 (525 Corona Mall)
2 117-143-032 (442 Corona Mall)	6 117-151-007 (591 Corona Mall)	10 117-151-004 (505 Corona Mall)
3 117-143-038 (508 S Main Street)	7 117-151-016 (579 Corona Mall)	11 117-151-021 (415 Corona Mall)
4 117-143-039 (514 S Main Street)	8 117-151-015 (577 Corona Mall)	12 117-151-002 (405 Corona Mall)

Date 04/10/2015

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CITY OPTION PROPERTY

DEPICTION OF CITY PARKING LOTS



DEPICTION OF CITY COMMON AREAS

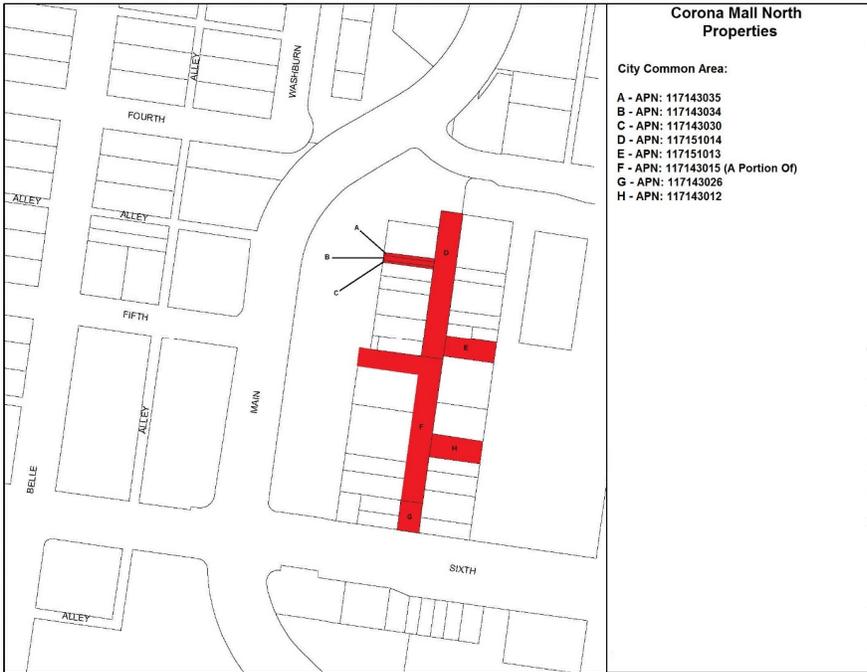


EXHIBIT "B"
TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY SOUTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 132, ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 3, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL THAT PORTION OF SEVENTH STREET ADJOINING SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON MAY 19, 1969 HAVING BEEN RECORDED MAY 26, 1969 AS INSTRUMENT NO. 51651, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119 AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE N. 07°17'08" E., ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE N. 07°17'08" E., A DISTANCE OF 122.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 80.00 FEET; THENCE S. 07°17'08" W., A DISTANCE OF 122.00 FEET TO A POINT WHICH BEARS N. 82°42'52" W., A DISTANCE OF 80.00 FEET FROM THE POINT OF BEGINNING. THENCE S. 82°42'52" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

ALL THAT PORTION OF LOTS 2 AND 3 IN BLOCK 132 AND ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 5, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199; IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS AT PAGE 8 THEREOF, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE NORTH 07° 17' 18" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE 200 FEET; THENCE NORTH 82° 42' 52" WEST 70 FEET; THENCE NORTH 07° 17' 08" EAST 122 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 82° 42' 52" WEST 80 FEET; THENCE NORTH 07° 17' 08" EAST 40 FEET; THENCE SOUTH 82° 42' 52" EAST 80 FEET; THENCE SOUTH 07° 17' 08" WEST 40 FEET TO THE POINT OF BEGINNING.

PARCEL 3**ASSESSOR PARCEL NUMBER 117-191-004**

THAT PORTION OF LOTS 7, 8, 9, AND 10 IN BLOCK 132 AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07° 16' 08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82° 43' 52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 30.00 FEET; THENCE NORTH 07° 16' 08" EAST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4**ASSESSOR PARCEL NUMBER 117-191-002**

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE S. 82° 43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED: THENCE CONTINUING S. 82°43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET; THENCE S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET; THENCE N. 82° 43' 52" W., PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 25.00 FEET TO A POINT WHICH BEARS S. 07° 16 ' 08" W., A DISTANCE OF 70.00 FEET FROM THE POINT OF BEGINNING; THENCE N. 07° 16' 08" E., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5**ASSESSOR PARCEL NUMBER 117-191-001**

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY , MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82°43'52" EAST, ALONG SAI D PARALLEL LINE A DISTANCE OF 15 .02 FEET; THENCE SOUTH 07°16'08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82°43'52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET. A DISTANCE

OF 25.00 FEET; THENCE NORTH 07°16'08" EAST, A DISTANCE OF 70.00 FEET TO SAID LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SIXTH STREET; THENCE SOUTH 82°43'52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING.

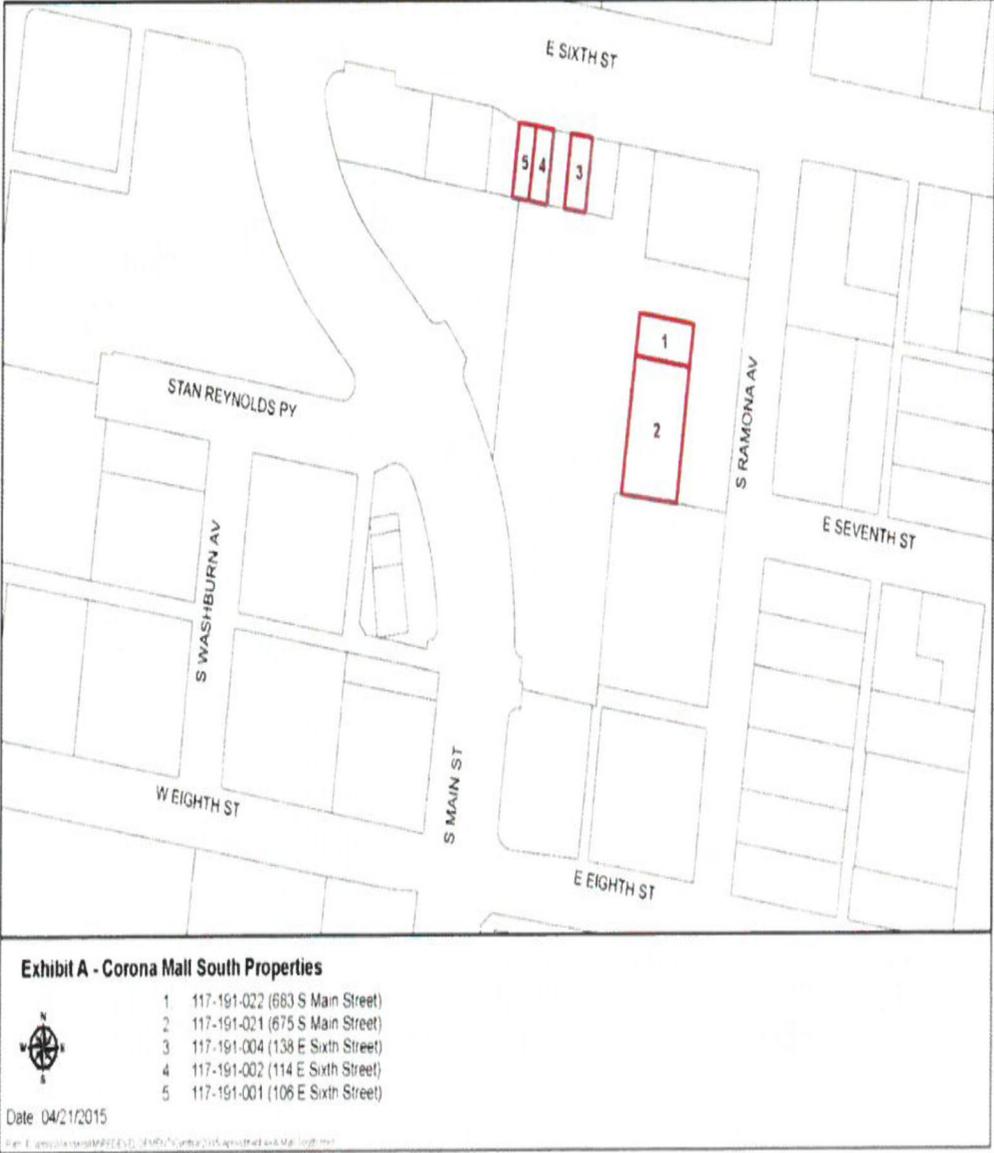


EXHIBIT "C"
TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND
DEPICTION OF SOUTH MALL OPTION PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 109.50 FEET;

THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 40°45'03" WEST, 3.03 FEET ALONG SAID NORTHEASTERLY LINE TO THE BEGINNING OF A 17.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 40°44'09" EAST;

THENCE SOUTHWESTERLY 5.80 FEET ALONG THE ARC OF SAID CURVE AND NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 19°33'41";

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;

THENCE SOUTH 82°56'07" EAST, 88.81 FEET;

THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;

THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF



TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 125.19 FEET;

THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;

THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";

THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;

THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;

THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;

THENCE NORTH 39°58'33" EAST, 7.09 FEET;

THENCE NORTH 43°02'23" WEST, 7.11 FEET;

THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

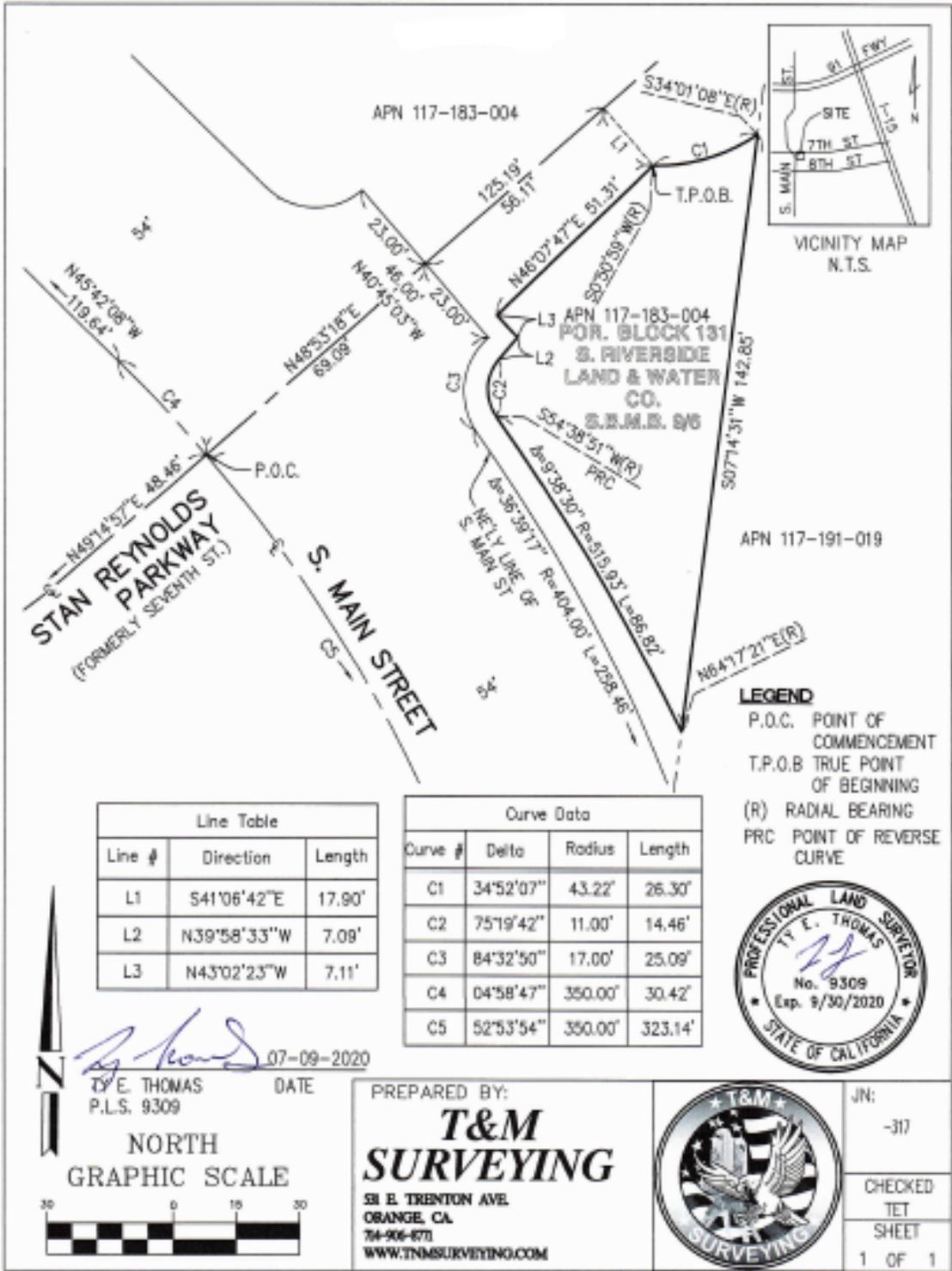
CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF


TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE





CORONA HOUSING AUTHORITY AND CITY OF CORONA

THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH LAB HOLDING REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)

1. PARTIES AND DATE.

This THIRD AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of this 4th day of October, 2023, by and among REST AREA, LLC, a California limited liability company (“**Developer**”), SUN CIRCLE, LLC, a California limited liability company (“**Sun Circle**”), the CITY OF CORONA, a California municipal corporation (“**City**”) and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”). Developer, City and Authority are sometimes individually referred to herein as “Party” and collectively as “Parties” throughout this Agreement.

This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been approved by City’s and Authority’s governing body or its delegated representative and signed by all Parties (“**Effective Date**”).

2. RECITALS.

2.1 Disposition and Development Agreement. City, Authority and Developer’s and Sun Circle’s predecessor in interest, LAB Holding, LLC, a California limited liability company (“**LAB Holding**”), previously entered into that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated May 17, 2017 (“**Development Agreement**”).

2.2 First Amendment to DDA. City, Authority and LAB Holding then entered into that certain First Amendment to the Development Agreement, dated May 15, 2019 (“**First Amendment**”), in order to modify Lab Holding’s assignment rights under the Development Agreement. Public notice of the Development Agreement and First Amendment was provided by recordation of that certain Memorandum of Agreement Containing Covenants Affecting Real Property on June 4, 2019 as Document No. 2019-0200094.

2.3 Assignment and Assumption Agreement (Sun Circle) – North Mall Property. On or about August 20, 2019, LAB Holding assigned to Sun Circle and Sun Circle assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority North Mall Property.

2.4 Assignment and Assumption Agreement (Developer) – South Mall Property. On or about August 20, 2019, LAB Holding assigned to Developer and Developer assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority South Mall Property.

2.5 Amendment 2A to DDA (Developer) – South Mall Property. City, Authority and Developer then entered into that certain Amendment 2A to the Development Agreement, dated August 19, 2020 (“**Amendment 2A**”), in order to modify the schedule of performance for the Authority South Mall Property and to grant to Developer an option to purchase the South Mall Option Property.

2.6 Amendment 2B to DDA (Sun Circle) – North Mall Property. City, Authority and ~~Developer~~Sun Circle then entered into that certain Amendment 2B to the Development Agreement, dated August 19, 2020 (“**Amendment 2B**”), in order to modify the Developer’s maintenance obligations for the City Option Property and to establish additional obligations for the City with respect to the formation of a new BID for the Authority Mall Property.

2.7 Authority North Mall Property- & City Option Property. Authority had been the fee owner of certain real property generally located at the northeast corner of South Main Street and East Sixth Street, Corona, County of Riverside, California consisting of approximately 1.55 acres (67,732 square feet), as described and depicted in **Exhibit “A”** attached to this Agreement and incorporated herein by this reference (“**Authority North Mall Property**”). ~~-City is also the fee owner of certain real property generally located at the northeast corner of South Main Street and East Sixth Street, Corona, County of Riverside, California consisting of approximately 6.69 acres (291,416 square feet), as also described and depicted in Exhibit “A” attached to this Agreement and incorporated herein by this reference (“City Option Property”). The City Option Property consists of the City Parking Lots and City Common Areas, and these properties were subject to an Option to Purchase Agreement (City Parking Lots Option Property – Corona Mall) and an Option to Purchase Agreement (City Common Areas Option Property – Corona Mall), both dated as of December 13, 2021.~~

2.7.1 Prior Acquisition of North Mall Property by Lab Holding/Sun Circle. Pursuant to the Development Agreement, Lab Holding acquired the Authority North Mall Property and entered into the following documents with Authority: (i) Authority North Mall Property Promissory Note; (ii) Allonge to Authority North Mall Property Promissory Note; and (iii) Authority North Mall Property Deed of Trust (“Original Authority North Mall Property Acquisition Documents”). Lab Holding subsequently assigned all of its rights, duties and obligations under the Original Authority North Mall Property Acquisition Documents to Sun Circle and executed a grant deed transferring the Authority North Mall Property to Sun Circle. Sun Circle then entered into the following documents with Authority, which documents superseded the Original Authority North Mall Property Acquisition Documents: (i) Authority North Mall Property Promissory Note; and (ii) Authority North Mall Property Deed of Trust (“Current Authority North Mall Property Acquisition Documents”).

2.7.2 Current Reacquisition of North Mall Property by Authority. As partial consideration for the execution of this Agreement, Sun Circle is transferring back to the Authority the Authority North Mall Property solely upon the Authority’s release of the Authority North Mall Property Promissory Note and the Allonge to Authority North Mall Property Promissory Note, with any and all interest payments that Lab Holding and/or Sun Circle has paid

or has been obligated to pay to Authority under the Authority North Mall Property Promissory Note and/or the Allonge to Authority North Mall Property Promissory Note, up through and including September 30, 2023, being forfeited to and to be retained by the Authority. Reference herein to the Authority North Mall Property shall include all of Lab Holding's and/or Sun Circle's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority North Mall Property.

2.8 Authority South Mall Property. Authority had been the fee owner of certain real property generally located at the southwest corner of East Sixth Street and South Ramona Avenue, Corona, County of Riverside, California consisting of approximately 0.42 acres (18,295 square feet), as described and depicted in **Exhibit "B"** attached to this Agreement and incorporated herein by this reference ("**Authority South Mall Property**"). Reference herein to the Authority South Mall Property shall include all of the Authority's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority South Mall Property.

2.8.1 Prior Acquisition of South Mall Property by Lab Holding/Developer. Pursuant to the Development Agreement, Lab Holding acquired the Authority South Mall Property and entered into the following documents with Authority: (i) Authority South Mall Property Promissory Note; (ii) Allonge to Authority South Mall Property Promissory Note; and (iii) Authority South Mall Property Deed of Trust ("Original Authority South Mall Property Acquisition Documents"). Lab Holding subsequently assigned all of its rights, duties and obligations under the Original Authority South Mall Property Acquisition Documents to the Developer and executed a grant deed transferring the Authority South Mall Property to Developer. Developer then entered into the following documents with Authority, which documents superseded the Original Authority South Mall Property Acquisition Documents: (i) Authority South Mall Property Promissory Note; and (ii) Authority South Mall Property Deed of Trust ("Current Authority South Mall Property Acquisition Documents").

2.9 Original Development Agreement. The Development Agreement, First Amendment, Amendment 2A and Amendment 2B may be collectively referred to as the "Original Development Agreement" throughout this Agreement.

2.10 Project. Developer acquired the Authority South Mall Property for the purpose of rehabilitation and new development for commercial and mixed use purposes ("**Project**").

2.11 South Mall Option Property. City is currently the fee owner of certain real property generally located at the southwest corner of East Sixth Street and South Main Street, Corona, California identified as Assessor's Parcel Number 117-183-004, which is approximately 0.67 acres ("**Parcel One**") and Assessor's Parcel Number 117-191-019, which is approximately 2.22 acres ("**Parcel Two**"). Parcel One and Parcel Two are collectively referred to herein as the "**City South Mall Property**" and is described and depicted in **Exhibit "C"** attached to this Agreement and incorporated herein by this reference. The City South Mall Property is currently used for parking and vehicular ingress/egress purposes. Developer desires to acquire options to

purchase from the City certain portions of the City South Mall Property, consisting of approximately 3,075 square feet of Parcel One (“**Parcel One Acquisition**”) as described and depicted in **Exhibit “C”** attached to this Agreement and incorporated herein by this reference, and approximately 4,688 square feet of Parcel Two (“**Parcel Two Acquisition**”) as described and depicted in **Exhibit “C”** attached to this Agreement and incorporated herein by this reference. Parcel One Acquisition and Parcel Two Acquisition are collectively referred to in this Agreement as the “**South Mall Option Property**” and shall include all of the City’s right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the South Mall Option Property.

2.12 Option to Acquire South Mall Option Property. Developer also desires to acquire an option to purchase the South Mall Option Property for the Project pursuant to the terms and conditions set forth in this Agreement.

2.13 Authority Findings. Pursuant to Health and Safety Code Sections 34315(e) and 34312.3(b), the Authority has determined that the disposition of the Authority Mall Property will further the Authority’s purpose of providing safe and sanitary dwelling accommodations for persons of low income in that the sale of the Authority Mall Property at the fair market value paid by the Authority will generate sale proceeds that will be deposited into the Authority’s housing fund to be used for the development, rehabilitation or financing of housing projects within the City.

2.14 City Findings. City has determined that the development of the Project pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of the City’s taxpayers and residents. Pursuant to Government Code Section 37350, implementation of this Agreement will further the common benefit because it will facilitate and encourage new development in the downtown area and will provide needed and desirable retail establishments for the community.

2.15 Developer. All references to “Developer” in this Agreement shall be deemed to refer to Rest Area, LLC and any authorized (and, if applicable, approved) successor in interest to Rest Area, LLC that acquires its interest consistent with Section 3.8.2.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

3. TERMS.

3.1 Purchase Price. ~~The purchase price for the Authority North Mall Property is Nine Hundred Seventy Thousand Dollars (\$970,000) (“**Authority North Mall Property Purchase Price**”). The total purchase price for the Authority South Mall Property is Eight Hundred Ninety Thousand Dollars (\$890,000) (“**Authority South Mall Property Purchase Price**”). The total purchase price for the Authority Mall Property is One Million Eight Hundred Sixty Thousand Dollars (\$1,860,000) (“**Authority Mall Property Purchase Price**”).~~

3.2 Earnest Money Deposit.—~~Within ten (10) business days following execution of this Agreement, Developer shall deposit into escrow the sum of One Hundred Eighty-Six Thousand Dollars (\$186,000), as an earnest money deposit (“Deposit”). A portion of the Deposit equal has paid to Ninety Seven Thousand Dollars (\$97,000) (“Authority North Mall Property Deposit”) shall be applicable to the Authority North Mall Property Purchase Price at Close of Escrow. If Developer defaults in its obligation to purchase the Authority North Mall Property, the Authority North Mall Property Deposit shall be retained by Authority and shall constitute liquidated damages, as set forth in Section 3.12.6 below. A portion of the Deposit equal to Eighty-Nine Thousand Dollars (\$89,000) (“Authority South Mall Property Deposit”) shall be applicable to”), which has been credited towards the Authority South Mall Property Purchase Price at Close of Escrow. If Developer defaults in its obligation to purchase the Authority South Mall Property, the Authority South Mall Property Deposit shall be retained by the Authority and shall constitute liquidated damages, as set forth in Section 3.12.6 below.~~

3.3 Authority Financing of Authority South Mall Property Purchase Price.

~~3.3.1 Authority Financing of Authority North Mall Property Purchase Price. Authority shall finance the Authority North Mall Property Purchase Price, less the Authority North Mall Property Deposit provided for in Section 3.2, in the total amount of Eight Hundred Seventy Three Thousand Dollars (\$873,000) (“Authority North Mall Property Financed Amount”), which shall be evidenced by a Promissory Note in substantially the same form attached hereto as Exhibit “E” and incorporated herein by this reference (“Authority North Mall Property Promissory Note”) and the Deed of Trust in substantially the same form attached hereto as Exhibit “F” and incorporated herein by reference (“Authority North Mall Property Deed of Trust”). The terms of the Authority North Mall Property Promissory Note and Authority North Mall Property Deed of Trust shall include the principal of the Authority North Mall Property Financed Amount and interest at two and one-half percent (2.5%) per annum, which, in light of current market conditions, the Authority has determined to be a reasonable rate of return. As provided in the Authority North Mall Property Promissory Note, Developer shall make interest only monthly payments in the amount of One Thousand Eight Hundred Eighteen Dollars an 75/100 (\$1,818.75) for a period of twenty four (24) months commencing on the first date of the thirty-seventh (37th) month following the Closing Date with one (1) final “balloon” payment in the amount of Eight Hundred Seventy Three Thousand Dollars (\$873,000) plus accrued interest in the amount of Sixty Five Thousand Four Hundred Seventy Five Dollars (\$65,475), both due and payable in the sixtieth (60th) month.~~

~~A. Allonge to Authority North Mall Property Promissory Note. The Authority North Mall Property Promissory Note dated as of June 1, 2018, that was executed and delivered by Developer to Authority (the form of which was set forth as Exhibit E to the Original Agreement) shall be amended in accordance with the Allonge to Authority North Mall Property Promissory Note set forth as Exhibit E-1 hereto. Developer shall print the Allonge to North Mall Property Promissory Note as a stand-alone document (deleting the exhibit reference and title), fill in the blanks, and execute and deliver the Allonge to North Mall Property Promissory Note to Authority within five (5) business days after the Effective Date of this First~~

~~Amendment and Authority shall promptly affix the same to the original Authority North Mall Property Promissory Note in Authority's possession.~~

~~3.3.2 Authority Financing of Authority South Mall Property Purchase Price.~~
~~Authority shall~~3.3.1 Authority Financing of Authority South Mall Property Purchase Price.

A. Promissory Note & Deed of Trust. Authority has agreed to finance the Authority South Mall Property Purchase Price, less the Authority South Mall Property Deposit provided for in Section 3.2, in the total amount of Eight Hundred One Thousand Dollars (\$801,000) (“**Authority South Mall Property Financed Amount**”), which ~~shall be~~has been evidenced by ~~the~~ Promissory Note ~~in substantially the same form~~ attached hereto as **Exhibit “GD”** and incorporated herein by this reference (“**Authority South Mall Property Promissory Note**”) and the Deed of Trust ~~in substantially the same form~~ attached hereto as **Exhibit “HE”** and incorporated herein by reference (“**Authority South Mall Property Deed of Trust**”). The terms of the Authority South Mall Property Promissory Note and Authority South Mall Property Deed of Trust ~~shall~~ include the principal of the Authority South Mall Property Financed Amount and interest at two and one-half percent (2.5%) per annum, which, in light of ~~current~~ market conditions, the Authority ~~has~~ determined to be a reasonable rate of return. As provided in the Authority South Mall Property Promissory Note, Developer ~~shall~~was to make interest only monthly payments in the amount of One Thousand Six Hundred Sixty-Eight Dollars and 75/100 (\$1,668.75) for a period of twenty-four (24) months commencing on the first date of the thirty-seventh (37th) month following the Closing Date with one (1) final “balloon” payment in the amount of Eight Hundred One Thousand Dollars (\$801,000) plus accrued interest in the amount of Sixty Thousand Seventy-Five Dollars (\$60,075), both due and payable in the sixtieth (60th) month.

B. Allonge to Authority South Mall Property Promissory Note. ~~The Authority South Mall Property Promissory Note dated as of June 1, 2018, that was executed and delivered by Developer to Authority (the form of which was set forth as Exhibit G to the Original Agreement) shall be amended in accordance with the Allonge to Authority South Mall Property Promissory Note set forth as **Exhibit G-1** hereto. Developer shall print the Allonge to South Mall Property Promissory Note as a stand-alone document (deleting the exhibit reference and title), fill in the blanks, and execute and deliver the Allonge to South Mall Property Promissory Note to Authority within five (5) business days after the Effective Date of this First Amendment and Authority shall promptly affix the same to the original Authority South Mall Property Promissory Note in Authority's possession.~~Amendment to Authority South Mall Property Promissory Note. The Authority and Developer hereby amend the maturity date of the Authority South Mall Property Promissory Note by deleting Section 3.4 (Maturity Date) in its entirety and replacing it with the following:

~~3.4 R&T Code Section 18662 Withholding Requirements. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3-1/3% of the Authority Mall Property Purchase Price for the Authority Mall Property be withheld from funds otherwise payable to Authority at Close of Escrow and be paid to the California Franchise Tax Board, unless Authority is exempted from such requirements. As a part of the Escrow closing process,~~

~~Escrow Holder (defined below) will provide forms to Authority regarding such withholding and the circumstances under which Authority may be exempt from such requirements.~~

~~3.5 Escrow.~~

~~3.5.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Authority and Developer shall open an escrow (“Escrow”) for the conveyance of the Authority Mall Property with First American Title Company (“Escrow Holder”). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“Opening of Escrow”). Escrow Holder shall notify Developer and Authority, in writing, of the date Escrow is opened (“Opening Date”).~~

~~3.5.2 Escrow Instructions. This Agreement constitutes the joint instructions of Developer and Authority to Escrow Holder for the conveyance of the Authority Mall Property. Developer and Authority shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“Additional Instructions”) of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.~~

~~3.5.3 Close of Escrow. The recordation of the grant deed conveying title to the Authority North Mall Property from Authority to Developer in substantially the same form included in Exhibit “I” attached hereto (“Authority North Mall Property Grant Deed”), the recordation of the grant deed conveying title to the Authority South Mall Property from Authority to Developer in substantially the same form included in Exhibit “J” attached hereto (“Authority South Mall Property Grant Deed”), the recordation of the Authority North Mall Property Deed of Trust described in Section 3.3.1 of this Agreement, the recordation of the Authority South Mall Property Deed of Trust described in Section 3.3.2 of this Agreement, and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute “Close of Escrow” or “Closing,” and the date thereof shall be the “Closing Date” as provided for herein. Close of Escrow shall occur one hundred eighty (180) days following the Opening Date, provided that Authority and Developer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Additionally, Developer shall have the right to extend the Closing Date for two (2) additional ninety (90) day periods upon giving the City written notice of Developer’s intent to extend the Closing Date at least thirty (30) days prior to the Closing Date or the Extended Closing Date (defined below), as applicable. Developer and Authority may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date, or the Extended Closing Date (defined below), if any, for any reason other than the uncured breach of either Developer or Authority, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 3.12 herein. If no notice of termination as~~

~~provided in Section 3.12 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. Note: The "Extended Closing Date" is a date beyond the original Closing Date, agreed to by Developer and Authority.~~

~~3.5.4 Costs of Escrow. All costs of the Authority Mall Property Title Policy (defined below) shall be paid by Developer, and all Escrow fees and normal closing costs attributable to the conveyance of the Authority Mall Property ("**Escrow Fees and Closing Costs**") shall be split 50/50 between the Authority and the Developer, which costs and fees shall be collectively referred to as "Title and Escrow Costs" throughout this Agreement. Authority shall be responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Authority Mall Property, as well as any payment of taxes affecting the Authority Mall Property, assessments and bonds, as described in Section 3.5.5 below. Escrow Holder shall provide an estimated closing costs statement to Developer and Authority at least three (3) days prior to the Closing Date, or Extended Closing Date, if any.~~

~~3.5.5 Property Taxes, Assessments and Bonds. Authority shall timely pay all real property taxes, assessments and bonds allocable to the Authority Mall Property accruing prior to the Closing Date. Developer shall pay all real property taxes, assessments and bonds allocable to the Authority Mall Property accruing on or after the Closing Date.~~

~~3.5.6 Developer's Conditions Precedent to Close of Escrow. Close of Escrow and Developer's obligation to accept title to the Authority Mall Property and pay the Authority Mall Property Purchase Price are subject to the satisfaction of the following described conditions for Developer's benefit (or Developer's waiver thereof, it being agreed that Developer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:~~

~~A. Payments and Documents. Authority shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.~~

~~B. Obligations. Authority shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow, as provided in this Agreement.~~

~~C. Title Policy. Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Authority Mall Property Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.6.2 below.~~

~~D. Representations and Warranties. All representations and warranties of Authority hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue thereafter for the full statutory period.~~

~~E. General Plan Consistency Determination. The Community Development Director for the City of Corona shall have determined that the Authority's~~

~~disposition of fee title to the Authority Mall Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.~~

~~F. — Escrow Closing Costs Statement. Developer shall have approved Escrow Holder's estimated closing costs statement.~~

~~G. — Acceptance of Condition of Authority Mall Property. Developer shall have approved the condition and suitability of the Authority Mall Property pursuant to Section 3.7.1.~~

~~3.5.7 Authority's Conditions Precedent to Close of Escrow. Close of Escrow and Authority's obligation to convey the Authority Mall Property are subject to the satisfaction of the following conditions for Authority's benefit (or Authority's waiver thereof, it being agreed that Authority may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:~~

~~A. — Payments and Documents. Developer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.~~

~~B. — Obligations. Developer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow, as provided in this Agreement.~~

~~C. — Representations and Warranties. All representations and warranties of the Developer hereunder shall be true as of the Effective Date and as of the Close of Escrow, and shall continue for the full statutory period.~~

~~D. — General Plan Consistency Determination. The Community Development Director for the City of Corona shall have determined that the Authority's disposition of fee title to the Authority Mall Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.~~

~~E. — Escrow Closing Costs Statement. Authority shall have approved Escrow Holder's estimated closing costs statement.~~

~~3.5.8 Developer's Payments and Documents. Not less than one (1) business day prior to Closing, Developer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):~~

~~A. — Promissory Notes and Deeds of Trust. The Authority North Mall Property Promissory Note, the Authority South Mall Property Promissory Note, the Authority North Mall Property Deed of Trust described in Section 3.3.1 of this Agreement, and the Authority South Mall Property Deed of Trust described in Section 3.3.2 of this Agreement executed by the authorized representative(s) of Developer in recordable form.~~

~~B. Title and Escrow Costs. Funds required to pay the Escrow Fees and Closing Costs payable by Developer pursuant to Section 3.5.4 herein.~~

~~C. Additional Customary Charges. Funds required to pay Developer's portion of any additional charges customarily charged to buyers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.~~

~~D. Commissions. Developer represents that it has not hired a broker to consummate this transaction, and shall be not obligated to pay commissions or finder's fees to any third party.~~

~~E. Change of Ownership. Preliminary Change of Ownership form.~~

~~F. Option Agreements. The City Common Areas Option Agreement and the City Parking Lots Option Agreement described in Section 3.10 of this Agreement executed by the authorized representative(s) of Developer in recordable form.~~

~~G. Additional Documents and Funds. Such other documents and funds required of Developer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.~~

~~3.5.9 Authority's Payments and Documents. Not less than one (1) business day prior to Closing, Authority shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Authority through Escrow) and documents (in recordable form, as necessary):~~

~~A. Commissions and Fees. Authority represents that it has not hired a broker to consummate this transaction, and shall be not obligated to pay commissions or finder's fees to any third party.~~

~~B. Grant Deeds. The Authority North Mall Property Grant Deed and the Authority South Mall Property Grant Deed executed by the authorized representative(s) of Authority in recordable form.~~

~~C. Tax Certificates and Forms. FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.~~

~~D. Option Agreements. The City Common Areas Option Agreement and the City Parking Lots Option Agreement described in Section 3.10 executed by the authorized representative(s) of City in recordable form.~~

~~E. Additional Documents and Funds. Such other documents and funds required of Authority under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.~~

~~3.5.10 Escrow Holder Responsibilities.~~ Upon Closing, the Escrow Holder is authorized and instructed to:

~~A. — Liens and Encumbrances.~~ Cause the satisfaction and removal of all exceptions to title to the Authority Mall Property representing monetary liens or encumbrances from funds otherwise payable to Authority, as applicable, at Close of Escrow, including, without limitation, all unpaid taxes, assessments and bond obligations respecting the Authority Mall Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Authority of the sums necessary to satisfy and remove such monetary liens or encumbrances.

~~B. — Payments for Fees, Charges and Costs.~~ Pay and charge Developer and Authority, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 3.5.4, 3.5.5, 3.5.8, 3.5.9 and 3.5.10 herein. Before such payments or charges are made, Escrow Holder shall notify Developer and Authority of the fees, charges and costs necessary to clear title and Close the Escrow.

~~C. — Recordation and Distribution of Documents.~~ Cause the following documents to be recorded in the official records of the Recorder of the County of Riverside, California, in the following order at the Close of Escrow: (i) the Authority North Mall Property Grant Deed, (ii) the Authority South Mall Property Grant Deed, (iii) the Authority North Mall Property Deed of Trust, (iv) the Authority South Mall Property Deed of Trust, and (v) any other documents to be recorded through the Escrow upon the joint instructions of the Parties. The Escrow Holder shall deliver conformed copies of all documents recorded through the Escrow to the Authority, the City and the Developer and any other person designated in the joint escrow instructions of the Parties to receive a conformed copy of each such document, each showing all recording information.

~~D. — R&T Code Section 18662 Withholding Requirements.~~ Withhold from funds otherwise payable to Authority at Close of Escrow in such amount as Developer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3-1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Developer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

~~E. — Funds and Documents.~~ Disburse such other funds and deliver such other documents to the Parties entitled thereto.

~~F. — Title Policy.~~ Cause the Authority Mall Property Title Policy to be issued.

~~3.5.11 Notices.~~ All communications from Escrow Holder to either Developer or Authority shall be directed to the addresses and in the manner established in Section 3.15.1 herein for notices, demands and communications between the Developer and Authority.

~~3.5.12 Electronically Transmitted/Counterpart Documents.~~ In the event Developer, City or Authority utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Developer, City and Authority hereby acknowledge and agree to provide to Escrow Holder, within seventy two (72) hours after transmission, such documents bearing the original signatures. Developer, City and Authority further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Developer, City and Authority in counterparts.

~~3.6 Title.~~

~~3.6.1 Condition of Title; Title Policy.~~ It is a condition to the Close of Escrow for Developer's benefit that fee title to the Authority Mall Property and the right to possession of the Authority Mall Property conveyed to Developer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Company ("**Title Company**") to issue to Developer upon Close of Escrow its California Land Title Association (CLTA) Standard Owner's Form Policy of Title Insurance ("**Authority Mall Property Title Policy**") with coverage in an amount equal to the Authority Mall Property Purchase Price. The Parties shall cause the Title Company to issue the Authority Mall Property Title Policy to Developer upon Close of Escrow.

~~3.6.2 Permitted Exceptions.~~ The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

~~A. Non-Delinquent Tax, Assessment and Bond Liens.~~ A lien to secure payment of general and special real property taxes, assessments and bonds obligations, provided they are not delinquent.

~~B. Supplemental Taxes.~~ A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

~~C. Developer Creation or Consent.~~ Matters affecting the condition of title created by or with the consent of Developer.

~~D. Disclosed to and Approved by Developer.~~ Other exceptions to title disclosed by the Authority Mall Property Title Report, as applicable, which have been approved in writing by Developer prior to the Close of Escrow.

~~Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Authority Mall Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).~~

~~3.6.3 Preliminary Title Report. If Developer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening of Escrow, Escrow Holder will obtain from the Title Company and provide to the Parties current preliminary title reports and legible copies of all title exceptions listed therein for the Authority Mall Property (“Authority Mall Property Title Report”). Upon the later of (a) Thirty (30) days following the Opening Date; or (b) Thirty (30) days following Developer’s receipt of the Authority Mall Property Title Report, Developer will notify Authority and Escrow Holder in writing of any objections to the status of title as disclosed by the Authority Mall Property Title Report. Any title matters disapproved by Developer will constitute “Disapproved Matters,” which Authority, as applicable, will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any exceptions to title not disapproved in writing within said period of time shall be deemed approved by Developer.~~

~~3.7 Suitability and Condition of Property.~~

~~3.7.1 Developer Inspections; Right of Entry and Determination of Property Suitability. Prior to Close of Escrow, Developer may conduct, at Developer’s sole expense, such inspections of the Authority Mall Property as Developer may desire or deem appropriate, in Developer’s sole discretion. Authority hereby grants to Developer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Authority Mall Property prior to the Closing Date for the purpose of conducting such inspections. Authority shall have the right, but not the obligation, to accompany Developer during such inspections and investigations; provided, however, in no event shall any invasive testing or procedures be permitted by Developer or its agents or contractors without prior written consent of Authority. Developer, at its sole cost and expense, agrees to restore the Authority Mall Property to the condition the Authority Mall Property was in prior to Developer’s entry. Developer may, in its sole and absolute discretion, approve or disapprove of any inspection item or condition of the Authority Mall Property prior to the Close of Escrow. In the event Developer disapproves any item for any reason, then Developer may, at its sole option, terminate this Agreement pursuant to Section 3.12.2, and the Deposit shall be immediately returned to Developer with no further obligation by either Party.~~

~~3.7.1.1 Insurance. Prior to Developer or its agents or contractors entering upon the Authority Mall Property pursuant to Section 3.7.1, Developer shall (i) give Authority forty eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Authority that Developer, or its agents or contractors, have obtained commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000 each limit; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less~~

~~than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such liability insurance shall include or be endorsed (amended) to state that: (1) Authority, City, and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured; and (2) the insurance coverage shall be primary insurance as respects Authority, City and their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage. Such liability insurance policy shall be placed with an insurer with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to Authority.~~

~~3.7.1.2 Indemnification. — Developer shall defend, indemnify and hold Authority and the City free and harmless from and against any and all claims, damages and liabilities related to Developer's or Developer's employees, representatives, agents and contractors activities on the Authority Mall Property under Section 3.7.1. The indemnity obligations of Developer under this Section 3.7.1.2 shall survive the Closing or termination of this Agreement.~~

~~3.7.2 Acceptance of Property "As Is". Except as otherwise expressly provided herein, Developer's election to purchase the Authority Mall Property will be based upon and will constitute evidence of Developer's independent investigation of the Authority Mall Property, and not as a result of any representation(s) made by Authority, the City or any employee, official, consultant or agent of Authority or the City relating to the condition of the Authority Mall Property (unless such statement or representation is expressly and specifically set forth in this Agreement), its use, development potential and suitability for Developer's intended use, including, without limitation, the following: the feasibility of developing the Authority Mall Property for the purposes intended by Developer and the conditions of approval for any subdivision map; the size and dimensions of the Authority Mall Property; the availability, cost and adequacy of parking, water, sewerage and any utilities serving or required to serve the Authority Mall Property ; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Authority Mall Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Authority Mall Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Authority Mall Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Authority Mall Property for any existing or proposed development thereof, including, but not limited to, zoning, building, subdivision, environmental or other such regulations; the necessity of availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "Permits"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Authority Mall Property; and all of the matters concerning the condition, use, development or sale of the Authority Mall Property. Authority and City will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Authority Mall Property by Developer. Developer hereby waives and releases all claims and~~

~~demands against Authority and/or the City for any such loss, damage or injury and agrees to indemnify, defend and hold Authority and the City harmless from and against any and all loss, claim, action, demand, damage, costs and expenses (including reasonable attorney's fees) arising from or related to any such loss, damage, injury or claim.~~

~~3.7.3 California Civil Code Section 1542. Developer hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding, the provisions of California Civil Code Section 1542, which provides:~~

~~“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”~~

~~Developer acknowledges that with respect to the acquisition of the Authority Mall Property, Developer may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Developer hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to him under Section 1542 or other statute or judicial decision of similar effect.~~

Developer's Initials

~~This acknowledgment and release shall survive the Close of Escrow.~~

~~3.8 Development of Authority Mall Property; Covenants.~~

~~3.8“3.4 Maturity Date. Unless due at an earlier time by virtue of the acceleration of the balance hereof in accordance with Section 5 hereof, all unpaid principal shall be due and payable on the earlier of: (a) June 1, 2024; or (b) the date that construction of the Project, as that term is defined in that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated May 17, 2017, on the Authority South Mall Property is completed ("Maturity Date"). Maker shall continue to make the equal monthly interest only payments set forth in Section 3.3 until the Maturity Date.~~

~~3.4 Development of Authority South Mall Property; Covenants.~~

~~3.4.1 Development Covenant. Developer shall diligently pursue development of the Project pursuant to the Schedule of Performance set forth in **Exhibit “MG”** (Schedule of Performance), attached hereto and incorporated herein by reference (“**Development**~~

Covenant”). The Authority’s Executive Director shall have the authority to approve adjustments, deemed by the Executive Director to be reasonable, to the schedule set forth in the Development Covenant.

3.84.2 Anti-Speculation Covenants.

3.84.2.1 Anti-Speculation Covenant. Except as set forth in Section 3.84.2.2 below, Developer shall not transfer, assign, or sell any of its rights or obligations set forth in this Agreement, any portion of the Authority South Mall Property, or any portion of the CitySouth Mall Option Property without the prior written consent or approval of Authority ~~or City, as applicable,~~ (collectively, the “**Anti-Speculation Covenant**”), for the following periods of time:

(A) for the Authority South Mall Property, until June 5, 2028 (120 months after the Closing Date for the Authority Mall Property);

(B) for the ~~City Parking Lots, until the earlier of:~~

~~(i) the date that Developer’s right to acquire the City Parking Lots pursuant to the City Parking Lots South Mall Option Agreement expires or terminates, if Developer has not exercised the option to acquire the City Parking Lots; or~~

~~(ii) if Developer exercises the option and acquires the City Parking Lots pursuant to the City Parking Lots Option AgreementProperty, until June 5, 2028 (120 months after the Closing Date for the Authority Mall Property);; and~~

~~(C) for the City Common Areas, until the earlier of:~~

~~(i) the date that Developer’s right to acquire the City Common Areas pursuant to the City Common Areas Option Agreement expires or terminates, if Developer has not exercised the option to acquire the City Parking Lots; or~~

~~(ii) if Developer exercises the option and acquires the City Common Areas pursuant to the City Common Areas Option Agreement, until June 5, 2028 (120 months after the Closing Date for the Authority Mall Property); and~~

(C) for any rights and obligations arising under this Agreement not specifically related to the Authority South Mall Property or CitySouth Mall Option Property, upon the date such rights and obligations are fully performed or otherwise terminate or expire, as applicable (collectively, the “**Anti-Speculation Period**”).

There shall be no restriction on Developer’s right to transfer, assign, or sell any of its rights or obligations set forth in this Agreement or any portion of the Authority South Mall Property and the CitySouth Mall Option Property, if applicable, after the termination or expiration of the applicable Anti-Speculation Period. Any transfer or assignment occurring during the Anti-

Speculation Period in violation of the Anti-Speculation Covenant set forth in this Section 3.84.2 shall be null and void and shall be subject to the City's and the Authority's remedies set forth in Section 3.95.

3.84.2.2 Pre-Approved Transfers. Notwithstanding Section 3.84.2.1, during the Anti-Speculation Period, Developer shall have the right to transfer, assign, or sell all or any portion of its rights and obligations set forth in this Agreement and/or Developer's right, title, and interest in and to all or a portion of the Authority South Mall Property and/or the CitySouth Mall Option Property, if applicable, - only as provided in the following clauses (A)-(H), inclusive (each, a "**Pre-Approved Transfer**") and, except to the limited extent set forth in Section 3.84.2.3 below, the same shall not require Authority or City approval:

~~(A) — as to the Authority North Mall Property, a transfer, assignment, or sale of fee title to Corona Arts District LLC, a California limited liability company, or any other single entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest (herein, the "**Authority North Mall Property Pre-Approved Transferee**"), and provided that all of the following conditions are satisfied, as applicable:~~

~~(i) — a single Authority North Mall Property Pre-Approved Transferee shall hold and maintain fee title to the entire Authority North Mall Property during the Anti-Speculation Period;~~

~~(ii) — concurrent with the Authority North Mall Property Pre-Approved Transferee's acquisition of the Authority North Mall Property, all of Developer's rights and obligations concerning the option to acquire the City Option Property and all of Developer's rights and obligations set forth in the City Option Property License Agreement shall be transferred and assigned to the Authority North Mall Property Pre-Approved Transferee as well; and~~

~~(iii) — from and after the Authority North Mall Property Pre-Approved Transferee's acquisition of the City Parking Lots pursuant to the City Parking Lots Option Agreement and/or the City Common Areas pursuant to the City Common Areas Option Agreement, as applicable, the same Authority North Mall Property Pre-Approved Transferee that holds fee title to the entire Authority North Mall Property, shall similarly hold and maintain fee title to the City Parking Lots and/or City Common Areas, as applicable, as well;~~

~~(B(A))~~ as to the Authority South Mall Property, a transfer, assignment, or sale of fee title to one or a combination of Corona Arts District LLC, a California limited liability company, or any other entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest (herein, the "**Authority South Mall Property Pre-Approved Transferee**");

~~(CB)~~ a conveyance of a security interest in connection with any Senior Loan, as defined in the Authority ~~North Mall Property Deed of Trust and/or the Authority South Mall Property Deed of Trust;~~

(~~DC~~) a transfer resulting from a foreclosure or conveyance of a deed in lieu of foreclosure by the holder of a Senior Loan, as described in clause (~~CB~~) above (a “Holder”), and any subsequent conveyance by the Holder to a subsequent purchaser for value;

(~~ED~~) a transfer or assignment in trust by Developer for the benefit of immediate family members of Shaheen Sadeghi, provided that Mr. Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest in said trust, and with the understanding that such a qualifying trust shall qualify as an Authority ~~North Mall Property Pre-Approved Transferee or Authority~~ South Mall Property Pre-Approved Transferee, as applicable;

(~~FE~~) dedications of portions of the Authority South Mall Property and/or the CitySouth Mall Option Property to a public agency or utility company consistent with the Project;

~~(G) — recordation of a reciprocal easement agreement, covenants, conditions, and restrictions (CC&Rs), or similar conveyances consistent with the provisions set forth in Section 3.10.9 of this Agreement, including amendments thereto; and~~

(~~H~~) lease of commercial spaces within the Authority South Mall Property to tenants consistent with the applicable City land use regulations governing their uses, provided that fee title of the underlying land subject to each such lease is held by the original Developer, an Authority ~~North Mall Property Pre-Approved Transferee, or an Authority~~ South Mall Property Pre-Approved Transferee, as applicable, or by an “Approved Discretionary Transferee” (as that term is defined in Section 3.84.2.4 below).

Any proposed transfer, assignment, or sale of all or any portion of Developer’s rights and obligations set forth in this Agreement and/or Developer’s right, title, and interest in and to all or a portion of the Authority South Mall Property and/or the CitySouth Mall Option Property during the Anti-Speculation Period that does not qualify as a Pre-Approved Transfer shall be referred to herein as a “**Discretionary Transfer**”.

3.84.2.3 ——— Procedures Applicable to Pre-Approved Transfers.

In the event Developer desires to make a Pre-Approved Transfer pursuant to clause (A), (B), (~~C~~) or (~~ED~~) of Section 3.84.2.2, Developer shall provide written notice to the Executive Director of Authority and/or the City Manager of City, as applicable, at least thirty (30) days prior to Developer’s intended date of transfer, assignment or sale. The notice shall specify the name of the intended transferee or assignee and, in addition, Developer shall submit with such notice or as soon as practicable thereafter such supporting information that the Executive Director and/or City Manager, as applicable, may determine to be necessary to enable him/her to verify that the transfer, assignment or sale in fact qualifies as a Pre-Approved Transfer. The Executive Director and/or City Manager shall have the authority on behalf of Authority and/or City, as applicable, to verify that a transfer or assignment is a Pre-Approved Transfer. The Executive Director and/or City Manager shall not unreasonably withhold, condition, or delay his/her approval and the scope of his/her review shall be limited to verifying whether the transfer or assignment qualifies

as a Pre-Approved Transfer. Any disapproval by the Executive Director and/or City Manager shall be in writing and shall specify the grounds for disapproval in sufficient detail to enable Developer to submit any additional information reasonably requested by the Executive Director and/or City Manager to resubmit the Pre-Approved Transfer for his/her verification.

~~3.84.2.4~~ Procedures Applicable to Discretionary Transfers.

In the event Developer desires to make a Discretionary Transfer during the Anti-Speculation Period, Developer shall provide written notice to the Executive Director of Authority and/or the City Manager of City, as applicable, at least ninety (90) days prior to Developer's intended date of transfer, assignment or sale. The notice shall specify the name of the intended transferee or assignee and, in addition, Developer shall submit with such notice or as soon as practicable thereafter such supporting information that the Executive Director and/or City Manager, as applicable, may determine to be necessary to enable Authority's Board of Directors and/or the City Council of City to consider the request on its merits. When the Executive Director and/or City Manager reasonably determines that Developer has submitted sufficient information to enable Authority's Board of Directors and/or the City Council to evaluate and take action upon Developer's request, the Executive Director and/or City Manager shall promptly submit the request and supporting information to Authority's Board of Directors and/or the City Council, as applicable, for its or their consideration and final decision. Authority's Board of Directors and/or the City Council of City shall not unreasonably withhold, condition, or delay its or their approval. Any disapproval shall specify the grounds for disapproval in sufficient detail to enable Developer to submit any additional or changed information that may be needed for Developer to resubmit its request for further consideration. As used in this Agreement, a transferee or assignee that is approved through the foregoing Discretionary Transfer process is referred to as a "**Approved Discretionary Transferee.**"

~~3.84.2.5~~ Assignment Documents. Prior to the effective date of any Pre-Approved Transfer pursuant to clauses (A), ~~(B)~~ and ~~(ED)~~ (but not clauses (B), (C), ~~(D)~~, or ~~(E)-(F)-(H)~~) of Section 3.84.2.2 and prior to the effective date of any Discretionary Transfer to an Approved Discretionary Transferee approved by the Authority and/or the City, Developer shall be required to deliver to the Executive Director and/or City Manager, as applicable, the following documents:

(A) if the transfer/assignment concerns the Authority NorthSouth Mall Property, an assignment and assumption agreement executed by both the transferor/assignor and transferee/assignee, ~~which shall include the option to acquire the City Option Property, as provided for in clause (A) of Section 3.8.2.2 unless the Developer has already exercised the option and acquired the City Option Property; and; and~~

(i) a new Authority NorthSouth Mall Property Promissory Note executed by the transferee/assignee to replace the Authority NorthSouth Mall ~~Property~~ Promissory Note ~~—(previously executed by Developer, provided that the entire Authority NorthSouth Mall Property Promissory Note must be transferred to and assumed by a single entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest; and~~

(ii) a new Authority NorthSouth Mall Property Deed of Trust executed by the transferee/assignee (and acknowledged to permit recordation of same) to replace the Authority NorthSouth Mall Property Deed of Trust ~~previously executed by Developer and recorded on June 5, 2018, in the Official Records of Riverside County (attached as Document #2018-0227898 Exhibit "E" to this Agreement)~~ (“**Original Authority NorthSouth Mall Property Deed of Trust**”), provided that the new Authority NorthSouth Mall Property Deed of Trust shall provide the same security and shall encumber the same real property as the Original Authority NorthSouth Mall Property Deed of Trust; and

~~(iii) — if, at the time of the transfer/assignment of the Authority North Mall Property, Developer has exercised the option and acquired fee title to the City Parking Lots pursuant to the City Parking Lots Option Agreement, and has executed a promissory note for all or a portion of the purchase price of the City Parking Lots pursuant to Section 3.8.3 of the City Parking Lots Option Agreement, and the amounts owing under that promissory note have not been fully paid, a new promissory note for the then-unpaid portion of the City Parking Lots promissory note executed by the transferee/assignee to replace the promissory note previously executed by Developer and a new deed of trust securing the obligation to pay same (and acknowledged to permit recordation).~~

~~(B) — if the transfer/assignment concerns the Authority South Mall Property, an assignment and assumption agreement executed by both the transferor/assignor and transferee/assignee; and~~

~~(i) — a new Authority South Mall Property Promissory Note executed by the transferee/assignee to replace the Authority South Mall Promissory Note (previously executed by Developer, provided that the entire Authority South Mall Property Promissory Note must be transferred to and assumed by a single entity in which Shaheen Sadeghi maintains a minimum fifty and one-tenths percent (50.1%) ownership interest; and~~

~~(ii) — a new Authority South Mall Property Deed of Trust executed by the transferee/assignee (and acknowledged to permit recordation of same) to replace the Authority South Mall Property Deed of Trust previously executed by Developer and recorded on June 5, 2018, in the Official Records of Riverside County as Document #2018-0227899 (“**Original Authority South Mall Property Deed of Trust**”) provided that the new Authority South Mall Property Deed of Trust shall provide the same security and shall encumber the same real property as the Original Authority South Mall Property Deed of Trust; and~~

The Executive Director and/or City Manager, as applicable, shall have the right on behalf of Authority and/or City, as applicable, to approve (or disapprove) the form of the assignment and assumption agreement and the new promissory note(s) and deed(s) of trust referred to above. The Executive Director and/or City Manager shall not unreasonably withhold or delay his/her approval. Any disapproval by the Executive Director and/or City Manager shall be in writing and shall specify the grounds for disapproval in sufficient detail to enable Developer and the transferee/assignee to correct the form of the assignment and assumption agreement and/or the new promissory note(s) and deed(s) of trust, as applicable, and resubmit the same for approval.

~~3.84.2.6~~ No Acceleration of Amounts Due Under Promissory Note(s) for Pre-Approved Transfers and Approved Discretionary Transfers; Release of Transferor/Assignor. Notwithstanding any other provision set forth in this Agreement, including any of the exhibits hereto, no acceleration of any amounts that may be due at the time of a Pre-Approved Transfer or at the time a Discretionary Transfer is approved by Authority's Board of Directors and/or the City Council of City, as applicable, under the Authority ~~North Mall Property Promissory Note, Authority South Mall Property Promissory Note, or City Parking Lots~~ Promissory Note shall occur in conjunction with such a transfer or assignment.

Upon the effective date of any Pre-Approved Transfer described in clause clauses (A), ~~(B)~~ and ~~(ED)~~ (but not clauses (B), (C), ~~(D)~~ or ~~(E)-(F)-(H))~~) of Section 3.84.2.2, as applicable, or the effective date of a Discretionary Transfer that has been approved by the Authority and/or the City, as applicable, but no earlier than the date that Developer and/or the transferee/assignee deliver to the Executive Director and/or City Manager, as applicable, the fully executed documents required pursuant to Section 3.84.2.5 in the approved forms therefor, Authority and/or City, as applicable, shall (i) promptly return to the transferor/assignor the original promissory note that is being superseded by the new promissory note, with the original promissory note(s) marked cancelled, (ii) reconvey the original deed of trust that is being superseded by the new deed of trust, (iii) cooperate with Developer in causing to be recorded the new deed of trust (including, if required, executing and acknowledging the same), and (iv) take all other actions consistent with this Agreement, including the execution of documents as appropriate, to accomplish the purposes of said transfer/assignment. Developer covenants that the new deed(s) of trust shall have priority over all other monetary liens that may have attached subsequent to the recordation of the new deed(s) of trust with the exception of non-delinquent property taxes and assessments, but Developer shall not be responsible for providing or paying for a new or updated lender's policy of title insurance with respect to same. Authority or City may elect to obtain such a title policy, provided that the issuance of same shall not be a condition to the closing of the transaction nor delay the same. Upon the effective date of any Pre-Approved Transfer described in clause clauses (A), ~~(B)~~ and ~~(ED)~~ (but not clauses (B), (C), ~~(D)~~ or ~~(E)-(F)-(H))~~) of Section 3.84.2.2, as applicable, or the effective date of a Discretionary Transfer that has been approved by the Authority and/or the City, as applicable, and satisfaction of all requirements in this Section 3.84.2.6, the Developer shall be released from any further obligations under this Agreement with respect to the rights and obligations so transferred and assigned, including without limitation any obligation under the new promissory note and deed of trust."

~~3.8.3 Prevailing Wages. Since the Project is part of an applicable "public works" project, as defined by Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), Developer shall fully comply with the Prevailing Wage Laws for their contractors and any others to whom such laws are applicable. Developer shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, the Project would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor may engage~~

~~in the performance of any public work contract unless registered with the DIR pursuant to Labor Code Section 1725.5. City/Authority will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to develop the Project available to interested parties upon request, and shall post copies at Developer's principal place of business and at the Project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.~~

3.4.3 Private Development of Project. ~~Developer has the obligation to pay for all costs and expenses relating to the development of the Project pursuant to the Development Covenant. Furthermore, pursuant to the Authority South Mall Property Promissory Note and this Agreement, Developer has the obligation to pay the entire principal for the Authority South Mall Property Financed Amount (plus interest, as set forth in the Authority South Mall Property Promissory Note) for the acquisition of the Authority South Mall Property. As such, the development of the Authority South Mall Property always is to be privately funded by Developer.~~

3.95 Authority's Reversionary Interest in the Authority South Mall Property. In the event Developer fails to fully and timely satisfy the Development Covenant and/or breaches or violates one or more of the Anti-Speculation Covenants, the ~~Parking Covenant or the Access Covenant,~~ the Authority South Mall Property will revert to the Authority solely upon payment to Developer of the principal sum of the Authority South Mall Property Purchase Price without interest; provided that if the Authority ~~NorthSouth~~ South Mall Property Promissory Note (described in Section 3.3.1) ~~and/or the Authority South Mall Property Promissory Note (described in Section 3.3.2)~~ remains outstanding, the Authority South Mall Property will revert to the Authority solely upon release of the Authority ~~North Mall Property Promissory Note and the Authority South Mall Property Promissory Note~~ with any and all interest payments that the Developer has paid to Authority under the Authority ~~Mall Property Promissory Note and the Authority South Mall Property Promissory Note~~ being forfeited to and retained by the Authority. Additionally, in the event Developer fails to fully and timely satisfy the Development Covenant and/or breaches or violates one or more of the Anti-Speculation Covenants, ~~the Parking Covenant or the Access Covenant,~~ and to the extent that Developer has exercised ~~one or both of the options~~ option on the ~~City's South Mall Option Property,~~ the ~~City Parking Lots and/or the City Common Areas, as applicable,~~ South Mall Option Property will revert to the City solely upon payment to Developer of the ~~City Parking Lots South Mall Option Property Purchase Price and/or the City Common Areas Purchase Price, as applicable,~~ without interest.

~~3.10 City Option Property; Parking and Access Covenants. Contingent upon Escrow Closing and the acquisition of the Authority Mall Property by Developer, and subject to the terms and conditions set forth in the Option Agreement for City Common Areas attached hereto as Exhibit "K" and incorporated herein by this reference ("City Common Areas Option Agreement") and the terms and conditions set forth in the Option Agreement for City Parking Lots attached hereto as Exhibit "L" and incorporated herein by this reference ("City Parking~~

~~lots Option Agreement”), City hereby grants to Developer the option to purchase the City Option Property.~~

~~3.10.1 Option Period. The option to purchase the City Option Property shall be valid for a period commencing on the Closing Date for the Authority Mall Property and ending on the date that is one hundred twenty (120) months later (“Option Period”).~~

~~3.10.2 Purchase Price. The purchase price for the City Common Areas shall be one dollar (\$1.00) (“City Common Areas Purchase Price”). The purchase price for the City Parking Lots shall be the sum of Six Million Dollars (\$6,000,000) minus reasonable and documented expenses incurred by Developer prior to the opening of escrow for the City Parking Lots for improvements made to the Authority Mall Property and acquisition of fee title interest in any of the privately owned real property specifically described in Exhibit “N” attached hereto and incorporated herein by this reference (“City Parking Lots Purchase Price”).~~

~~3.10.3 Option Consideration. As consideration for the right to acquire the City Option Property, Developer shall be required to submit the non-refundable sum of Five Hundred Dollars (\$500) to the City prior to the City’s execution of either the City Common Areas Option Agreement or the City Parking Lots Option Agreement.~~

~~3.10.4 City Financing of City Parking Lots Purchase Price. If Developer exercises the option to purchase the City Parking Lots, Developer shall deposit into escrow an earnest money deposit in an amount equal to ten percent (10%) of the City Parking Lots Purchase Price (“City Parking Lots Deposit”) concurrent with the opening of escrow for the City Parking Lots. City shall finance the balance of the City Parking Lots Purchase Price, less the City Parking Lots Deposit (“City Parking Lots Financed Amount”), which shall be evidenced by a promissory note (“City Parking Lots Promissory Note”) and a deed of trust with a sixty (60) month term. The terms of the promissory note and the deed of trust shall include the principal of the City Parking Lots Financed Amount and interest at two and one-half percent (2.5%) per annum, which, in light of current market conditions, the City has determined to be a reasonable rate of return.~~

~~3.10.5 Parking Covenant. As further provided in the City Parking Lots Option Agreement, Developer acknowledges and agrees that assessments are imposed and collected through a Business Improvement District (“BID”) for the purpose of maintaining parking lots, sidewalks and landscape improvements in an area that includes the City Option Property and the Authority Mall Property. The BID expires on June 30, 2020 (“BID Expiration Date”). Developer acknowledges and agrees that development or use of the City Parking Lots for any purpose other than parking and vehicular and pedestrian ingress and egress is subject to and expressly contingent upon Developer’s ability to provide sufficient parking, as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access similar to that which exists as of the Effective Date to serve the parcels that are included within and are subject to the assessments imposed by the BID (“BID Parcels”). Sufficient parking for the BID Parcels may be provided through a variety of methods subject to and contingent upon the discretionary land use and police~~

power authority of the City, including, without limitation, reconfiguring current parking fields on the City Option Property, development of a parking structure on the City Option Property and/or the Authority Mall Property, approval of an urban parking standard, or a combination of the foregoing and/or other options. ~~Developer further acknowledges and agrees to allow public access to and use of the City Parking Lots for the benefit of the BID Parcels. In furtherance thereof, Developer shall not, for any reason, deny, prevent, hinder or obstruct reasonable and direct public access to each of the BID Parcels and use of the City Option Property at any time prior to the BID Expiration Date, or at any time thereafter if in violation of the Corona Municipal Code and/or other applicable laws, rules or regulations. Developer acknowledges and agrees that parking on the City Option Property is provided free of charge on a first come, first serve basis, notwithstanding the fact that there is no reciprocal parking agreement, easement or similar documentation regulating such parking, and that the availability of such parking free of charge on a first come, first serve basis shall be maintained. Developer acknowledges and agrees that from and after June 30, 2021 (“Maintenance Assumption Date”) maintenance of the City Parking Lots shall be the sole responsibility of Developer. Developer shall have the right to extend the Maintenance Assumption Date for two (2) additional six (6) month periods upon giving the City written notice of Developer’s intent to extend the Maintenance Assumption Date at least thirty (30) days prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable. Notwithstanding the foregoing, if a new BID is formed for the maintenance of the City Parking Lots prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable, the obligation to maintain the City Parking Lots shall be assumed by the newly formed BID and the City shall have no further obligations hereunder. The obligations and limitations set forth in this Section 3.10.5 shall be collectively referred to as the “Parking Covenant” and shall survive expiration or termination of this Agreement and the City Parking Lots Option Agreement. The record owners of the BID Parcels, individually and collectively, shall be third party beneficiaries of the Parking Covenant.~~

~~3.10.6 Access Covenant. As further provided in the City Common Areas Option Agreement, Developer acknowledges and agrees that development or use of the City Common Areas for any purpose other than common area walkways and pedestrian ingress and egress is subject to and expressly contingent upon Developer’s ability to provide sufficient pathways for reasonable and direct pedestrian access similar to that which exists as of the Effective Date to serve the BID Parcels. Developer further acknowledges and agrees to allow public access to and use of the City Common Areas for the benefit of the BID Parcels. In furtherance thereof, Developer shall not, for any reason, deny, prevent, hinder or obstruct reasonable and direct public access to each of the BID Parcels and use of the City Common Areas at any time prior to the BID Expiration Date, or at any time thereafter if in violation of the Corona Municipal Code and/or other applicable laws, rules or regulations. Developer acknowledges and agrees that from and after the Maintenance Assumption Date maintenance of the City Common Areas shall be the sole responsibility of Developer. Developer shall have the right to extend the Maintenance Assumption Date as provided in Section 3.10.5. Notwithstanding the foregoing, if a new BID is formed for the maintenance of the City Common Areas prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable, the obligation to maintain the City Common Areas shall be assumed by the newly formed BID and the City shall have no further obligations hereunder. The obligations and limitations set forth in this Section 3.10.6~~

~~shall be collectively referred to as the “Access Covenant” and shall survive expiration or termination of this Agreement and the City Common Areas Option Agreement. The record owners of the BID Parcels, individually and collectively, shall be third party beneficiaries of the Parking Covenant.~~

~~3.10.7 License to Use City Option Property. Contingent upon Escrow Closing and thus the final acquisition of the Authority Mall Property by Developer being completed, and subject to the terms and conditions set forth in the License Agreement for Use of City Facilities attached hereto as Exhibit “O” and incorporated herein by this reference (“City Option Property License Agreement”), City shall grant a non-exclusive license to Developer to use the City Option Property until such time that this Agreement expires or is terminated or Developer exercises the options and acquires fee title to both the City Parking Lots and the City Common Areas, whichever occurs first. To the extent that Developer exercises the option to acquire the City Common Areas, the City Option Property License Agreement shall only apply to the City Parking Lots after Developer acquires fee title to the City Common Areas. Conversely, to the extent that Developer exercises the option to acquire the City Parking Lots, the City Option Property License Agreement shall only apply to the City Common Areas after Developer acquires fee title to the City Parking Lots. The license shall be for the sole purpose of conducting special events and other programmed commercial and community events to promote economic development in the retail establishments surrounding the City Option Property. Developer acknowledges and agrees that City shall have the exclusive right to use the City Parking Lots every Saturday from 6:00 a.m. to 3:00 p.m. Developer acknowledges and agrees that from and after close of escrow on the City Option Property, or a portion thereof, all obligations related to the City Option Property, or the portion conveyed to Developer, including, without limitation, maintenance, shall be the sole responsibility of Developer.~~

~~3.10.8 Maintenance of City Option Property. Unless Developer has exercised its option on the City Common Areas and/or the City Parking Lots, in which case Developer shall be solely responsible for all obligations related to such property, as provided elsewhere in this Agreement, City shall maintain, repair and replace, and keep in good and safe condition, all portions of the City Option Property prior to the BID Expiration Date, defined in Section 3.10.5, provided that City’s obligations under this Section 3.10.8 shall not apply to claims, loss or damage for which Developer is obligated to defend and indemnify the City pursuant to the City Option Property License Agreement. From and after the BID Expiration Date, Developer shall maintain, repair and replace, and keep in good and safe condition, all portions of the City Option Property.~~

~~3.10.9 Reciprocal Easement Agreement. On or before the North Mall REA Recordation Date (as that term is defined below), Developer shall prepare at its cost and expense a Reciprocal Easement Agreement that complies with the terms and conditions of this Section 3.10.9 (“REA”) and cause the REA to be recorded against the Authority North Mall Property, the City Common Areas (if Developer has exercised the option to acquire the City Common Areas and title is vesting in Developer), the City Parking Lots (if Developer has exercised the option to acquire the City Parking Lots and title is vesting in Developer), any other BID Parcels (as that term is defined in Section 3.10.5) that may have been acquired in fee by Developer prior~~

~~to the North Mall REA Recordation Date, and any other BID Parcels whose owners consent to making their parcels subject to the REA (with the understanding that Developer shall have no obligation to acquire any of the BID Parcels that it did not own as of the Effective Date of this Agreement and Developer makes no representation or warranty that the owner of any other BID Parcel will consent to making its or their parcel(s) subject to the REA). The parcels described in the preceding sentence that are to be subject to the initial REA are referred to herein as the “North Mall REA Parcels.” The “North Mall REA Recordation Date” shall be the earlier of the following dates: (i) the date on which Developer acquires fee title to the City Common Areas or (ii) the date on which Developer acquires fee title to the City Parking Lots.~~

~~3.10.9.1 — Required Provisions of REA. The REA shall provide for the improvement, maintenance, repair, replacement and cohesive development of the improvements, fixtures, and equipment existing from time to time within the Authority North Mall Property, the City Common Areas (if Developer has exercised the option to acquire the City Common Areas and title is vesting in Developer as of the North Mall REA Recordation Date or will vest in Developer in the future), the City Parking Lots (if Developer has exercised the option to acquire the City Parking Lots and title is vesting in Developer as of the North Mall REA Recordation Date or will vest in Developer in the future), and any other portion of the parcels comprising the northern portion of the Corona Mall (*i.e.*, the portion of the Corona Mall located generally west of 6th Street and north of Main Street) that may constitute “common areas” as that term is commonly defined in REAs for similar commercial projects in Southern California (and subject to the understanding that Developer shall have no affirmative obligation to make any particular improvements within said common areas, nor shall Developer have any affirmative obligation to cause any additional portion of any of the BID Parcels to be converted to common areas). Such common area improvements, fixtures, and equipment to be addressed in the REA include, as applicable and without limitation, driveways, walkways, and other vehicular and pedestrian accessways, parking facilities, bicycle racks, electric vehicle re-charging stations, signage, lighting, landscaping, and irrigation improvements and facilities, and any improvements in the adjacent public rights-of-way that Developer may have an obligation to maintain. At Developer’s option, the REA may also include provisions for security, marketing, and advertising, and other operations and activities. The REA shall provide for annexation into the REA (by appropriate recorded amendment) of any additional BID Parcels that may be acquired by Developer subsequent to the North Mall REA Recordation Date. The REA shall further provide for the assessment of the properties subject to the REA on a reasonable and non-discriminatory basis for the costs of performing the tasks subject to the REA (“CAM Charges”). Finally, the REA shall contain a provision that none of the provisions of the REA described in this paragraph may be terminated without the prior express written consent of City, which consent City may withhold in its sole and absolute discretion as long as the parcels subject to the REA contain any common area or other improvements that are required to be maintained or operated in accordance with the REA, and the REA shall further contain a provision that none of the provisions of the REA described in this Section 3.10.9.1 may be modified or amended without the prior written consent of the City, which consent City agrees shall not be unreasonably withheld, conditioned, or delayed, and which consent City agrees shall be granted if Developer demonstrates that the modifications or amendments will not materially adversely affect the authority and ability of the property owner(s) subject to the REA to accomplish the~~

~~purposes of the REA described herein. Notwithstanding the foregoing, City and Developer acknowledge that the existing BID (referred to in Sections 3.10.5, 3.10.6, and 3.11 of this Agreement addresses many of the issues addressed in the REA, that it is the purpose of the REA to provide an additional layer of protection to ensure that the matters being handled through the BID are accomplished and not to supersede or replace the BID, and that the REA may provide for implementation of redundant functions to remain dormant as long as the BID continues to function, as it now exists or is hereafter renewed or extended. The covenants in the preceding two sentences shall survive the termination of this Agreement and the termination or expiration of the Anti-Speculation Period.~~

~~3.10.9.2 City Review of REA. No less than sixty (60) days prior to the North Mall REA Recordation Date, Developer shall submit the proposed REA to City for its review and approval. The City Manager of City (or his/her designee) shall have the authority on behalf of City to review and approve (or disapprove) the proposed REA. Within thirty (30) days after Developer submits the proposed REA to City, the City Manager (or his/her designee) shall approve or disapprove the form and content of the proposed REA. If the City Manager (or designee) fails to timely approve or disapprove the form and content of the proposed REA in writing, the proposed REA shall be deemed approved. Any disapproval by the City Manager (or designee) shall be in writing and shall specify the grounds therefore in sufficient detail to enable Developer to modify the proposed REA and resubmit the same. Developer shall have the right in its sole and absolute discretion to decline to revise the proposed REA, in which case Developer shall be deemed to have elected to rescind its exercise of the option to acquire the City Common Areas and/or City Parking Lots, as applicable. If Developer decides instead to modify the proposed REA to address the grounds for the City Manager's (or designee's) disapproval, Developer shall promptly make the required modifications and resubmit the same to the City Manager (or designee). In such event, the City Manager (or designee) shall have ten (10) days from the date of the resubmittal to approve (or disapprove) the modified REA and otherwise the same provisions set forth above with respect to the initial submittal and review procedure shall also apply to any resubmittal(s) and review(s) of same. In the event that delays in obtaining City approval of the REA prevent the Parties from timely effectuating the closing of the City Common Areas or City Parking Lots, as applicable, the deadline for such applicable closing shall be extended until ten (10) days after the date that the REA is finally approved.~~

~~3.10.9.3 Annexation of Acquired BID Parcels. If, after the initial REA is approved and recorded, Developer acquires any additional BID Parcels, Developer shall cause said additional BID Parcels to be annexed into the REA. The covenants in this Section 3.10.9.3 shall survive the termination of this Agreement and the termination or expiration of the Anti-Speculation Period.~~

3.10A Option to Acquire South Mall Option Property. City hereby grants to Developer the option to purchase the South Mall Option Property.

~~3.10A6.1 Option Period. The option to purchase the South Mall Option Property shall be valid for a period commencing on the effective date of this **Amendment No.**~~

~~2A~~Agreement, as set forth in Section ~~3-1~~, and ending on the date that is thirty-six (36) months later (“**Option Period**”).

3.10A6.2 Purchase Price. The purchase price for the South Mall Option Property shall be the sum of One Hundred Sixteen Thousand Dollars (\$116,000.00) based upon an appraised value of fifteen dollars per square foot (\$15.00/sf) (“**South Mall Option Property Purchase Price**”).

3.10A6.3 Option Consideration. As consideration for the right to purchase the South Mall Option Property, Developer ~~shall submit~~had paid the non-refundable sum of Five Hundred Dollars (\$500) (“**Option Consideration**”) to the City concurrently with Developer’s execution of ~~this~~Amendment ~~No. 2A~~. In the event Developer does not exercise its exclusive right to purchase the South Mall Option Property during the Option Period, City shall be entitled to retain the Option Consideration, and the option granted pursuant to this Section 3.46 shall become absolutely null and void and no Party to this ~~Amendment No. 2A~~Agreement shall have any other liability, obligation or duty with respect to such option.

3.10A6.4 Exercise of Option. Developer may exercise its exclusive right to purchase the South Mall Option Property, at any time during the Option Period, by giving written notice thereof to City and delivering two (2) originals of the Purchase and Sale Agreement in substantially the same form as set forth in **Exhibit “EF”** attached to this ~~Amendment No. 2A~~Agreement and incorporated herein by reference that have been executed by Developer’s authorized representative(s).

3.10A6.5 New Parking Design. The Parties agree that it shall be a condition to the close of escrow for the South Mall Option Property that a new parking design be approved by the City Manager, or his or her designee, for that portion of the City Property remaining after the conveyance of the South Mall Option Property to Developer that provides sufficient parking as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access to serve the Corona Mall South property located at the southwest corner of East Sixth Street and South Main Street, west of South Ramona Avenue.

3.10A6.6 Maintenance of South Mall Option Property. Unless Developer has exercised its option on the South Mall Option Property, in which case Developer shall be solely responsible for all obligations related to such property, City shall maintain, repair and replace, and keep in good and safe condition, all portions of the South Mall Option Property.

~~3.11 Payment of BID Assessments and Renewal of BID. The City shall pay the assessments that are imposed on the Authority Mall Property and collected through the BID up to the BID Expiration Date. In the event that the record owners of the BID Parcels initiate action to renew the BID beyond the BID Expiration Date pursuant to the Property and Business Improvement District Law of 1994 (Streets & Highways Code §§36600 et seq.) (“**BID Law**”), Developer shall delegate its voting power, as the owner of the Authority Mall Property, to the City for purposes of voting on whether to renew the BID beyond the BID Expiration Date. If the~~

~~foregoing delegation of voting power to the City is for any reason found to be invalid and if the BID is subsequently renewed beyond the BID Expiration Date, Developer shall pay any assessments imposed on the Authority Mall Property after the BID Expiration Date. If Developer initiates the process to establish a new BID for the Authority Mall Property, the City shall pay for any consultant services incurred by Developer to prepare any and all documentation required by the BID Law, including without limitation the management district plan and the boundary map (“**BID Consultant Services**”), up to a maximum amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) (“**BID Consultant Cost Cap**”). In order to be reimbursed, Developer shall submit to City copies of written itemized statements provided by the BID consultant, which statements shall describe the BID Consultant Services provided during the statement period and the cost for such services, as well as any reasonable reimbursable expenses routinely charged by such consultants. City shall, within 30 days of receiving any such statement, review the statement and pay all approved charges thereon up to the BID Consultant Cost Cap.~~

~~3.12 Termination, Defaults and Remedies.~~

~~3.12.7 Termination, Defaults and Remedies.~~

~~3.7.1 Scope of Developer’s Termination Rights. Developer understands, acknowledges and agrees that this Agreement involves the sale of the entire Authority Mall Property and not any particular parcels or pieces of property that make up the Authority Mall Property. Accordingly, Developer shall not be entitled to elect to terminate this Agreement as to less than the full number of parcels or pieces of property constituting the Authority Mall Property and thereby close Escrow on only the remaining parcels. Developer’s right to terminate this Agreement under any provision of this Agreement is an all or nothing right.~~

~~3.12.2 Exercise of Developer’s Termination Rights. If Developer’s conditions precedent to Close of Escrow do not occur as required in Sections 3.5.6 and 3.6 herein, and if Developer thereby elects to exercise its rights to terminate this Agreement and the Escrow, Developer may do so by giving written notice of such termination to Authority, City and Escrow Holder prior to the Close of Escrow. In such event, the Deposit shall be immediately returned in its entirety to Developer, and Developer shall pay all Escrow Holder and Title Company termination fees and charges (collectively, “**Termination Costs**”). Upon such termination, except as provided in Section 3.12.6, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.~~

~~3.12.3 Exercise of Authority’s Termination Rights. If Authority’s conditions precedent to Close of Escrow do not occur as required in Section 3.5.7 herein, and if Authority thereby elects to exercise its rights to terminate this Agreement and the Escrow, Authority may do so by giving written notice of such termination to Developer and Escrow Holder prior to the Close of Escrow. In such event, the Deposit shall be immediately returned in its entirety to Developer, and Authority shall pay all Termination Costs. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.~~

~~3.12.4 Developer’s Breach. –If Developer materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following written notice from Authority and/or the City, then Authority and/or the City, as applicable, in addition to pursuing any other rights or remedies which Authority and City may (have at law or in equity, may, at Authority and City’s option, take either or both of the following actions: (1) terminate this Agreement and the Escrow by giving written notice to Developer and Escrow Holder; (ii) specific performance; or (iii) injunctive relief. In the event of termination, the Authority shall retain the Deposit pursuant to; and/or (2) exercise their rights under the provisions of Section 3.12.6 and Developer shall pay all Termination Costs. Upon such termination, except as provided in Section 3.12.6, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. 5 above.~~

 _____ Authority’s Initials _____ Developer’s Initials _____

~~3.12.57.2 Authority’s or City’s Breach. If Authority and/or the City materially breaches any of its obligations to perform under this Agreement, and fails to cure such breach within a reasonable period of time following notice from Developer, then Developer, in addition to pursuing any other rights or remedies which Developer may have at law or in equity, may, at Developer’s option, terminate this Agreement and the Escrow by giving written notice to Authority, City and Escrow Holder. In such event, the Deposit shall be immediately returned in its entirety to Developer and Authority and/or City, as applicable, shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate, acknowledges and agrees that the Developer Remedies provided for in Section 3.8.4 below are the only remedies available for the enforcement of this Agreement.~~

~~3.12.6 Return of Documents and Funds; Disbursement of Deposit; Liquidated Damages; Release of Liability as to Escrow Holder. In the event Escrow Holder receives written notice from Developer, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.12.2, then Escrow Holder shall promptly terminate the Escrow and return all documents and all of Developer’s deposits, less Termination Costs, to the Party depositing the same. In the event Escrow Holder receives written notice from Authority, prior to Close of Escrow, of its election to terminate the Escrow as provided for in Section 3.12.2 herein, then Escrow Holder shall promptly terminate the Escrow and return all documents and all of Developer’s deposits, less Termination Costs, to the Party depositing the same. In the event Authority and/or the City terminates this Agreement due to Developer’s material breach, as provided for in Section 3.12.4 herein, the Parties hereby agree that it would be impractical or extremely difficult to fix the actual damages to Authority and the City. The Parties therefore hereby agree that a reasonable estimate of such damages is an amount equal to the Deposit provided for in Section 3.2 herein. In such event, Authority will be entitled to retain the Deposit and such amount shall be deemed fully agreed liquidated damages, and all other potential remedies are hereby expressly waived by Authority. Therefore, Escrow Holder shall promptly terminate the Escrow and return all documents and funds, less Termination Costs as appropriate, to the Party depositing the same, except for the Deposit which shall be paid to Authority. The~~

~~Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination, excepting for Escrow Holder's obligations to return documents and funds, including the Deposit, as provided herein.~~

Authority's Initials Developer's Initials

~~3.13 Authority's Representations and Warranties. Authority hereby represents and warrants to Developer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Developer's obligations under this Agreement:~~

~~3.13.1 Authority. Authority has full power and authority to own, sell and convey the Authority Mall Property to Developer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Authority to Developer now or at Close of Escrow have been or will be duly executed and delivered by Authority and are or will be legal, valid and binding obligations of Authority, sufficient to convey to Developer good and marketable title to the Authority Mall Property and are enforceable in accordance with their respective terms.~~

~~3.13.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Authority's current actual knowledge, there are no unrecorded possessory interests or unrecorded agreements that would adversely affect Developer's title to or use of the Authority Mall Property. Developer acknowledges that there are existing tenancy agreements between the Authority and tenants for parcels within the Authority Mall Property and the parties agree that such agreements do not adversely affect Developer's title to or use of the Authority Mall Property. Authority will not enter into any new agreements or undertake any obligations after the Effective Date and prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Authority Mall Property without the prior written consent of Developer, including, without limitation, any agreements for occupancy of the Authority Mall Property.~~

~~3.13.3 Hazardous Materials. Authority is aware of its obligations under California Health and Safety Code Section 25359.7 to disclose information to Developer regarding release of hazardous substances on the Authority Mall Property. To Authority's current actual knowledge, Authority has not caused any Hazardous Material to be placed or disposed of on or at the Authority Mall Property or any part thereof in any manner or quantity which would constitute a violation of any Hazardous Materials law, nor has Authority received any written notices that the Authority Mall Property is in violation of any Hazardous Materials law. For purposes of this section, "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, including, without~~

~~limitation, California Health and Safety Code Sections 25316 and 25317, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sect. 9601 *et seq.* (42 U.S.C. Sec. 9601).~~

~~3.13.4 Litigation. To Authority’s current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the Authority Mall Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Authority at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. Authority is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.~~

~~3.13.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Authority’s knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Authority is a party or by which Authority or the Authority Mall Property are bound.~~

~~The covenants, representations and warranties of Authority under this Agreement shall be true on and as of the Close of Escrow and shall survive the Close of Escrow and the recordation of the Authority North Mall Property Grant Deed and the Authority South Mall Property Grant Deed.~~

~~3.14 City’s Representations and Warranties. City hereby represents and warrants to Developer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Developer’s obligations under this Agreement:~~

~~3.14.1 City. City has full power and authority to own, sell and convey the City Option Property to Developer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by City to Developer now or at Close of Escrow have been or will be duly executed and delivered by City and are or will be legal, valid and binding obligations of City and are enforceable in accordance with their respective terms.~~

~~3.14.2 Litigation. To City’s current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the City Option Property, or involving the validity or enforceability of this Agreement or of any other~~

~~documents or instruments to be delivered by City at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. City is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.~~

~~3.14.3 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to City's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which City is a party or by which City or the City Option Property are bound.~~

~~The covenants, representations and warranties of City under this Agreement shall be true on and as of the Close of Escrow and shall survive the Close of Escrow.~~

~~3.153.7.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to: (1) any obligations to have been performed prior to said termination; (2) any default in the performance of the provisions of this Agreement which has occurred prior to said termination; or (3) any rights or obligations that expressly survive termination under this Agreement, including, without limitation, the rights and obligations set forth in Sections 3.8.2 and 3.8.4 of this Agreement. Termination of this Agreement shall not affect either Party's rights or obligations with respect to any Project approvals granted prior to such termination.~~

3.8 Miscellaneous.

~~3.158.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.~~

To Developer: ~~LAB Holding~~Rest Area, LLC
709 Randolph Avenue

Costa Mesa, CA 92626
Shaheen Sadeghi
Telephone: (714) 966-6661
Facsimile: (714) 966-1177

To City/Authority: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: ~~Darrell Talbert~~Jacob Ellis, City Manager
Telephone: (951) 736-2437
Facsimile: (951) 736-2493

With Copy to: City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Dean Derleth, City Attorney
Telephone: (951) 279-3505
Facsimile: (951) 736-2493

~~To Title Company: First American Title Company
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Attn: Nathan Thompson Escrow Officer
Telephone: (877) 317-1031
Facsimile: (866) 757-4996~~

3.158.2 Mutual Indemnification. Developer agrees to defend, indemnify and hold City and Authority free and harmless from and against any and all claims, damages and liabilities related to Developer’s use of the Authority Mall Property and arising from facts and circumstances occurring following Close of Escrow. Authority agrees to defend, indemnify and hold Developer free and harmless from and against any and all claims, damages and liabilities related to Authority’s use of the Authority Mall Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives, and will survive Close of Escrow and the recordation of the Authority North Mall Property Grant Deed and the Authority South Mall Property Grant Deed.

3.158.3 Developer Covenant to Defend this Agreement. Developer acknowledges that City and Authority are each a separate “public entity” and/or a “public agency” as defined under applicable California law. Therefore, City and Authority must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as public bodies, the City’s and the Authority’s actions in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. Developer assumes the risk of delays and damages that may result to Developer from any third-party rejections or legal actions related to City’s or Authority’s approval of this

Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by City or Authority is determined to have occurred. If a third-party files a legal action regarding City's or Authority's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, City or Authority may terminate this Agreement on thirty (30) days advance written notice to Developer of City's or Authority's intent to terminate this Agreement, referencing this Section 3.15.3, without any further obligation to perform the terms of this Agreement and without any liability to Developer resulting from such termination, unless Developer unconditionally agrees to indemnify and defend City and Authority, with legal counsel acceptable to City and Authority, against such third-party legal action, within thirty (30) calendar days following receipt of City's or Authority's notice of intent to terminate this Agreement, including without limitation paying all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such agreement between City, Authority and Developer must be in a separate writing and reasonably acceptable to City and Authority in both form and substance. Nothing contained in this Section ~~3.15.3~~ shall be deemed or construed to be an express or implied admission that City or Authority may be liable to Developer or any other person for damages or other relief from any alleged or established failure of City or Authority to comply with any statute, including, without limitation, CEQA. The obligations described above will be for the benefit of Authority and City and binding upon Developer, its successors and assigns, officers, employees and representatives, and will survive ~~Close of Escrow and~~ the recordation of ~~the Authority North Mall Property Grant Deed and~~ the Authority South Mall Property Grant Deed.

3.158.4 Limitation of Developer's Remedies and Release. Developer acknowledges and agrees that City and Authority would not have entered into this Agreement, if it were to individually or jointly, be liable to Developer for any monetary damages, monetary recovery or any remedy following a default under this Agreement by City and/or Authority, other than: (i) ~~termination of this Agreement pursuant to Sections 3.5.3, 3.12, 3.15.3, or any other provision of this Agreement;~~ (ii) specific performance; or (iii) injunctive relief (collectively, "**Developer Remedies**"). Accordingly, the Parties agree that the Developer Remedies shall be Developer's sole and exclusive rights and remedies following a default under this Agreement by Authority and/or City. Developer hereby waives any right to pursue any remedy or damages based upon a default by City and/or Authority under this Agreement other than the Developer Remedies. It is the intention of Developer to be bound by the limitations on damages and remedies set forth in this Section 3.158.4, and Developer hereby releases any and all claims against City and/or Authority for monetary damages, monetary recovery or other legal or equitable relief related to any default under this Agreement by City and/or Authority, except as specifically provided in this Section 3.158.4, whether or not any such released claims were known or unknown to Developer as of the Effective Date of this Agreement. Except for the Developer Remedies, Developer hereby releases City, Authority and their respective officials, officers, employees and agents from any and all claims arising out of a default by City and/or Authority under this Agreement.

Without limiting the generality of anything in this Section 3.158.4, with respect to the waivers, releases and limitations on remedies contained in this Section 3.158.4, Developer hereby expressly waives the benefit of and any protections provided by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS ~~WHICH THAT~~ THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, ~~WHICH AND THAT,~~ IF KNOWN BY HIM OR HER ~~MUST,~~ WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In addition to waiving the provisions of California Civil Code Section 1542, Developer hereby waives, releases and foregoes the provisions of any other federal or state statute or judicial decision of similar effect with respect to the waivers, releases and limitations contained in this Section 3.158.4.

Initials of Authorized
Developer Representative

The obligations described above will be for the benefit of Authority and City and binding upon Developer, its successors and assigns, officers, employees and representatives, and will survive ~~Close of Escrow and the recordation of the Authority North Mall Property Grant Deed and~~ the Authority South Mall Property Grant Deed.

3.158.5 Possession; Risk of Loss. Developer shall be entitled to sole possession of the Authority South Mall Property ~~immediately upon Close of Escrow.~~ All risk of loss or damage to the Authority South Mall Property ~~will pass~~ has passed from the Authority to the Developer ~~at the Close of Escrow.~~ ~~If improvements on the Authority Mall Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, Authority will assign to Developer all insurance proceeds and the Authority Mall Property Purchase Price will be reduced by the amount of any deductible. Authority covenants and agrees that it will keep the Authority Property fully insured through Close of Escrow. If the Authority Mall Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Developer may elect to terminate this Agreement as provided in Section~~.

~~3.12.1 above.~~

3.158.6 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall ~~deposit with Escrow Holder (or, with respect to Authority or the City, the payment to Authority or the City at Closing will be debited) in an amount sufficient to satisfy~~ pay for all brokerage commissions and finder's fees for which such Party has become obligated. Authority, City and Developer shall each indemnify, protect,

defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

3.158.7 Survival of Covenants. The covenants, representations and warranties of City, Developer and Authority set forth in this Agreement, including, without limitation, the Development Covenant, and the Anti-Speculation Covenant, ~~the Parking Covenant and the Access Covenant,~~ shall survive ~~the Close of Escrow, the recordation of the Authority North Mall Property Grant Deed and the Authority South Mall Property Grant Deed,~~ and termination of this Agreement.

3.158.8 Required Actions of Developer and Authority. City, Developer and Authority agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction(s) contemplated herein ~~and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.~~

3.158.9 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

3.158.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

3.158.11 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

3.158.12 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

3.158.13 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

3.158.14 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

3.158.15 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the

State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

~~3.158.16~~ Assignment by Authority and City. Neither Authority nor City shall transfer, assign, or delegate any of its or their rights and obligations set forth in this Agreement without the prior written consent of Developer, which consent may be given or withheld in Developer's sole discretion. Any assignment or delegation in violation of this section shall be void.

~~3.158.17~~ Successors and Assigns. Subject to the provisions of Section ~~3.158.16~~ above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

~~3.15.18~~ ~~————~~ ~~Ratification.~~ ~~Authority's obligation to convey title to the Authority Mall Property to Developer, as provided herein, are subject to the approval and ratification of this Agreement by the Authority's and the City's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event Authority's or the City's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Authority and/or the City, as applicable, may terminate this Agreement and the Escrow as provided in Section 3.12.2 herein.~~

~~3.15.193.8.18~~ Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

~~3.15.208.19~~ Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

~~3.15.218.20~~ Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for the commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or holiday observed by national banks or the Title Insurer.

~~3.15.228.21~~ Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether

by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

3.15.238.22 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

3.15.248.23 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, including, but not limited to, the agreements outlined in Section 3.8.25 below, and contains the entire agreement between Developer and Authority as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

3.15.258.24 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

3.8.25 Additional Results of Agreement; Cure of Notice of Default. The Parties understand, acknowledge and agree that by entering into this Agreement they are also effectuating or acknowledging the following:

(A) Expressly Superseded Agreements. The Parties understand, acknowledge and agree that the following agreements are superseded by this Agreement and are of no further force or affect: (1) First Amendment; (2) Amendment 2A; (3) Amendment 2B; (4) Option to Purchase Agreement (City Common Areas Option Property – Corona Mall) dated as of December 13, 2021; and (5) Option to Purchase Agreement (City Parking Lots Option Property – Corona Mall) dated as of December 13, 2021. The Parties also understand, acknowledge and agree that, by entering into this Agreement, the Parties have resolved all items identified by the Authority/City in that certain Notice of Default dated August 23, 2023, and said Notice of Default is hereby extinguished.

(B) Previously Superseded Agreements. The Parties understand, acknowledge and agree that the following agreements have already been superseded by prior actions of the Parties: (1) the Original Authority North Mall Property Acquisition Documents (as referenced in Section 2.7.1 above) have been superseded by the Current Authority North Mall Property Acquisition Documents (also referenced in Section 2.7.1 above); and (2) the Original Authority South Mall Property Acquisition Documents (as referenced in Section 2.8.1 above) have been superseded by the Current Authority South Mall Property Acquisition Documents(also referenced in Section 2.7.1 above).

(C) Unwinding of North Mall Portion of Project. As partial consideration for the execution of this Agreement, the Parties have also mutually agreed to unwind the North Mall portion of the Project by taking the following actions:

(1) Deed North Mall Property to Authority. Concurrent with its execution of this Agreement, Sun Circle shall provide a fully and duly executed grant deed, in a form acceptable to the Authority, transferring back to the Authority the Authority North Mall Property, solely upon the Authority's release of the Current Authority North Mall Property Acquisition Documents, with any and all interest payments that Lab Holding and/or Sun Circle has paid to Authority under the Original Authority North Mall Property Acquisition Documents and/or the Current Authority North Mall Property Acquisition Documents being forfeited to and retained by the Authority. Reference herein to the Authority North Mall Property shall include all of Lab Holding's and/or Sun Circle's right, title and interest, in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Authority North Mall Property.

(2) Release of the Current Authority North Mall Property Acquisition Documents. Contingent on Developers full and complete satisfaction of Section 3.8.25(C)(1) above, as well as Developer's payment of any and all interest obligations that Lab Holding and/or Sun Circle were obligated to satisfy up through September 30, 2023, as of the Effective Date of this Agreement, the Authority hereby irrevocably and unconditionally releases any and all further rights it may have, and hereby waives any further obligations Developer may have, under the Current Authority North Mall Property Acquisition Documents.

(D) Removal of Recorded Documents. The Parties shall reasonably cooperate with each other to prepare, execute and record any documents necessary to provide recorded notice of the superseded agreements and other documents contemplated by this Section 3.8.25.

3.8.26 Recordation of Memorandum of Agreement. Immediately upon the approval and execution of this Agreement, the Parties agree to execute (in recordable form) a stand-alone original of the Memorandum of Agreement, in the form set forth as Exhibit "H" attached hereto and incorporated herein by reference, and cooperate in causing the same to be recorded against the Authority South Mall Property and the South Mall Option Property within five (5) business days after the Effective Date of this Agreement.

[SIGNATURES ON FOLLOWING 4 PAGES]

AUTHORITY'S SIGNATURE PAGE FOR

**THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Authority has executed this Agreement as of the date set forth below.

CITY OF CORONA HOUSING AUTHORITY
a public body, corporate and politic

By:

Jacob Ellis
Executive Director

Date

Attest:

Sylvia Edwards
Secretary

Approved as to Form:

Dean Derleth
General Counsel

**DEVELOPER’S SIGNATURE PAGE FOR
THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the latest date set forth below.

~~LAB HOLDING~~REST AREA, LLC
a California limited liability company

By: _____
Shaheen Sadeghi
Managing Member

Date

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

**SUN CITY’S SIGNATURE PAGE FOR
THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)**

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the latest date set forth below.

SUN CITY, LLC
a California limited liability company

By: _____
Shaheen Sadeghi
Managing Member

_____ Date

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

**EXHIBIT "A"
TO DDA**

**LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY NORTH MALL PROPERTY
& CITY OPTION PROPERTY**

AUTHORITY NORTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

THAT PORTION OF LOTS 5 AND 6 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORD OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 06' 53" EAST, A DISTANCE OF 116.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET TO THE TRUE POINT OF BEGINNING."

AN EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

AN EASEMENT OVER, UNDER, ABOVE, BELOW AND ACROSS THE NORTHERLY FIVE FEET SIX INCHES OF THE REAL PROPERTY LYING IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PARCEL 1 FOR THE PURPOSE OF FOOTING AND FOUNDATIONS FOR BUILDINGS AND STRUCTURES ON THE ABOVE DESCRIBED PARCEL 1 AND FOR THE PURPOSE OF CONSTRUCTING ROOF OVERHANGS AND BUILDING SURFACE OVERHANGING, SAID OVERHANGS TO CONFORM ARCHITECTURALLY WITH ANY BUILDING AND STRUCTURES IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY SO AS NOT TO INTERFERE WITH PEDESTRIAN TRAFFIC THERETO; TOGETHER WITH THE RIGHT TO CONSTRUCT OR CONNECT TO A COMMON OR PARTY WALL, INCLUDING FOOTINGS AND FOUNDATIONS THEREFOR, ALONG THE SOUTHERLY LINES OF THE ABOVE DESCRIBED PARCEL 1 IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 17, 1977 AND RECORDED JANUARY 27, 1977 AS INSTRUMENT NO. 14690 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2**ASSESSOR PARCEL NUMBER 117-143-032**

THAT PORTION OF LOTS 4 AND 5 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORDS OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 16' 53" EAST, A DISTANCE OF 90.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET, TO THE TRUE POINT BEGINNING."

PARCEL 3 AND 4**ASSESSOR PARCEL NUMBER: 117-143-038 and ASSESSOR PARCEL NUMBER: 117-143-039**

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6 IN SAID BLOCK 144, WITH THE CENTER LINE OF THE 16.00 FEET WIDE ALLEYWAY ABUTTING LOTS 6, 7, 8 AND 9 ON THE WEST, THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID WESTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 6 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET AS SHOWN ON SAID MAP THENCE NORTH 7° 15' 00" EAST 116.00 FEET ON SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 9 IN SAID BLOCK 144; THENCE NORTH 82° 45' 00" WEST 178.05 FEET ON LAST SAID PROLONGATION, THE NORTH LINE OF SAID LOT 9 AND ITS WESTERLY PROLONGATION, TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE SOUTH 7° 15' 00" WEST 116.00 FEET ON SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 5**ASSESSOR PARCEL NUMBER 117-143-040**

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 5 IN SAID BLOCK 144, WITH THE CENTERLINE OF THE 16.00 FEET WIDE ALLEY ABUTTING LOTS 4 AND 5 IN SAID BLOCK, ON THE WEST; THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID PROLONGATION, THE NORTH LINE OF SAID LOT 5 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 7° 15' 00" WEST, 50.00 FEET ON LAST SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 4; HENCE NORTH 82° 45' 00" WEST, 178.05 FEET ON SAID EASTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 4 AND ITS WESTERLY PROLONGATION TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST;

THENCE NORTH 7° 15' 00" EAST 50.00 FEET ON LAST SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

ALL THAT PORTION OF LOTS 16, 17 AND 18 IN BLOCK 143 AND ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, RIVERSIDE COUNTY RECORDS, ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 52" WEST, ALONG SAID PARALLEL LINE, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, 30 FEET; THENCE SOUTH 82° 43' 07" EAST, AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTERLINE OF MAIN STREET, 29.98 FEET TO SAID LINE PARALLEL WITH THE CENTERLINE OF SIXTH STREET; THENCE NORTH 82° 43' 07" WEST, ALONG SAID PARALLEL LINE, 90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

THOSE PORTIONS OF LOTS 14, 15, AND 16 IN BLOCK 143, ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE, TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N .07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE, PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET; THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET TO A POINT THAT BEARS S. 82°43'07" E., A DISTANCE OF 100.00 FEET FROM THE POINT OF BEGINNING. THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8**ASSESSOR PARCEL NUMBER 117-151-015**

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 143, ALL THAT PORTION OF THE MAIN STREET LYING BETWEEN FIFTH AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W., ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET. THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9**ASSESSOR PARCEL NUMBER 117-151-005**

THOSE PORTIONS OF LOTS 8, 9, 10 AND 11 IN BLOCK 143 AND A PORTION OF MAIN STREET (VACATED), AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED)WHICH BEARS NORTH 07°16'53" EAST, 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGELS TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07°16'53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET; THENCE SOUTH 82°43'07" EAST, 100 FEET; THENCE SOUTH 07°16'53" WEST, 62 FEET; THENCE NORTH 82°43'07" WEST, 90 FEET TO THE POINT OF BEGINNING. SAID MAIN STREET HAVING BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORD SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, OFFICIALRECORDS.

PARCEL 10**ASSESSOR PARCEL NUMBER: 117-151-004**

THOSE PORTIONS OF LOTS 7 AND 8 IN BLOCK 143 AND THOSE PORTIONS OF MAIN STREET (VACATED) AND FIFTH STREET (VACATED), AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED) WHICH BEARS NORTH 07°16' 53" EAST 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH

STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERS DE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGLES TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07° 16' 53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 07°16 '53" EAST, CONTINUING ALONG SAID PARALLEL LINE, 88 FEET; THENCE SOUTH 82°43'07" EAST 100 FEET; THENCE SOUTH 07°16'53" WEST 88 FEET; THENCE NORTH 82°43'07" WEST 100 FEET, TO THE TRUE POINT OF BEGINNING. SAID PORTIONS OF MAIN STREET AND FIFTH HAVE BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON AUGUST 18, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO . 98016, OFFICIAL RECORDS. SAID LAND BEING A PORTION OF THE LAND AS SHOWN ON A RECORD OF SURVEY MAP ON FILE IN BOOK 61, PAGES 22 THROUGH 26, INCLUSIVE OF RECORDS OF SURVEYS, RIVERSIDE COUNTY RECORDS.

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN GREEMENTAND GRANT OF EASEMENTS DATED JANUARY 23, 1970, EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, A BODY POLITIC, PUBLIC AND CORPORATE, AND VASELS, A CALIFORNIA CORPORATION, AND NICHOLS VASELS, RECORD JANUARY 29, 1970 AS INSTRUMENT NO. 8882, OFFICIAL RECORDS.

PARCEL 11

ASSESSOR PARCEL NUMBER 117-151-021

THAT PORTION OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 8, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SHOWN AS THAT PORTION OF PARCEL D-3 OF THE CORONA DOWNTOWN REDEVELOPMENT PROJECT, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN MAP BOOK 61 AT PAGE 22 OF THE OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF PARCEL D-3 EXCEPTING THEREFROM THE NORTH 26.00 FEET AND THE SOUTH 30.00 FEET.

PARCEL 12

ASSESSOR PARCEL NUMBER: 117-151-002

THAT PORTION OF LOTS 9 THROUGH 12 IN BLOCK 156; THAT PORTION OF MAIN STREET LYING BETWEEN FOURTH STREET AND FIFTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016; AND THAT PORTION OF THE EAST-WEST ALLEY IN SAID BLOCK 156; AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON JULY 7, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED JULY 11, 1969 AS INSTRUMENT NO. 70713; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 PAGE 8 OF MAPS, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SAID MAIN STREET WHICH BEARS NORTH 07° 16' 53" EAST, 435 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 07" WEST, AT RIGHT ANGLES TO SAID CENTER LINE OF MAIN STREET, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 132 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 07° 16' 53" EAST, ALONG SAID PARALLEL LINE, 100 FEET; THENCE SOUTH 82° 43' 07" EAST, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTER LINE OF MAIN STREET, 100 FEET; THENCE NORTH 82° 43' 07" WEST, 100 FEET TO THE TRUE POINT OF BEGINNING.



Exhibit A - Corona Mall North Properties



1	117-143-031 (422 Corona Mall)	5	117-143-040 (518 S Main Street)	9	117-151-005 (525 Corona Mall)
2	117-143-032 (442 Corona Mall)	6	117-151-007 (591 Corona Mall)	10	117-151-004 (505 Corona Mall)
3	117-143-038 (508 S Main Street)	7	117-151-016 (579 Corona Mall)	11	117-151-021 (415 Corona Mall)
4	117-143-039 (514 S Main Street)	8	117-151-015 (577 Corona Mall)	12	117-151-002 (405 Corona Mall)

Date 04/10/2015

Path: E:\ark\GIS\Projects\AMR\DEVS\TMR\City\img\117\fig\att\att_a.mxd

**EXHIBIT "B"
TO DDA**

**LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY SOUTH MALL PROPERTY**

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

ALL THAT PORTION OF LOTS 1 AND 2 IN BLOCK 132, ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 3, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL THAT PORTION OF SEVENTH STREET ADJOINING SAID BLOCK 132 AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON MAY 19, 1969 HAVING BEEN RECORDED MAY 26, 1969 AS INSTRUMENT NO. 51651, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119 AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE N. 07°17'08" E., ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE N. 07°17'08" E., A DISTANCE OF 122.00 FEET; THENCE N. 82°42'52" W., A DISTANCE OF 80.00 FEET; THENCE S. 07°17'08" W., A DISTANCE OF 122.00 FEET TO A POINT WHICH BEARS N. 82°42'52" W., A DISTANCE OF 80.00 FEET FROM THE POINT OF BEGINNING. THENCE S. 82°42'52" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

ALL THAT PORTION OF LOTS 2 AND 3 IN BLOCK 132 AND ALL THAT PORTION OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 132, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON OCTOBER 5, 1970, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED OCTOBER 9, 1970 AS INSTRUMENT NO. 102199; IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 OF MAPS AT PAGE 8 THEREOF, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 119, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE, SAID CORNER BEING ON THE EASTERLY LINE OF SAID BLOCK 119; THENCE NORTH 07° 17' 18" EAST ALONG THE EASTERLY LINE OF SAID BLOCK 119 AND THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE 200 FEET; THENCE NORTH 82° 42' 52" WEST 70 FEET; THENCE NORTH 07° 17' 08" EAST 122 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 82° 42' 52" WEST 80 FEET; THENCE NORTH 07° 17' 08" EAST 40 FEET; THENCE SOUTH 82° 42' 52" EAST 80 FEET; THENCE SOUTH 07° 17' 08" WEST 40 FEET TO THE POINT OF BEGINNING.

PARCEL 3**ASSESSOR PARCEL NUMBER 117-191-004**

THAT PORTION OF LOTS 7, 8, 9, AND 10 IN BLOCK 132 AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 65.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 82° 43' 52" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07° 16' 08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82° 43' 52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 30.00 FEET; THENCE NORTH 07° 16' 08" EAST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

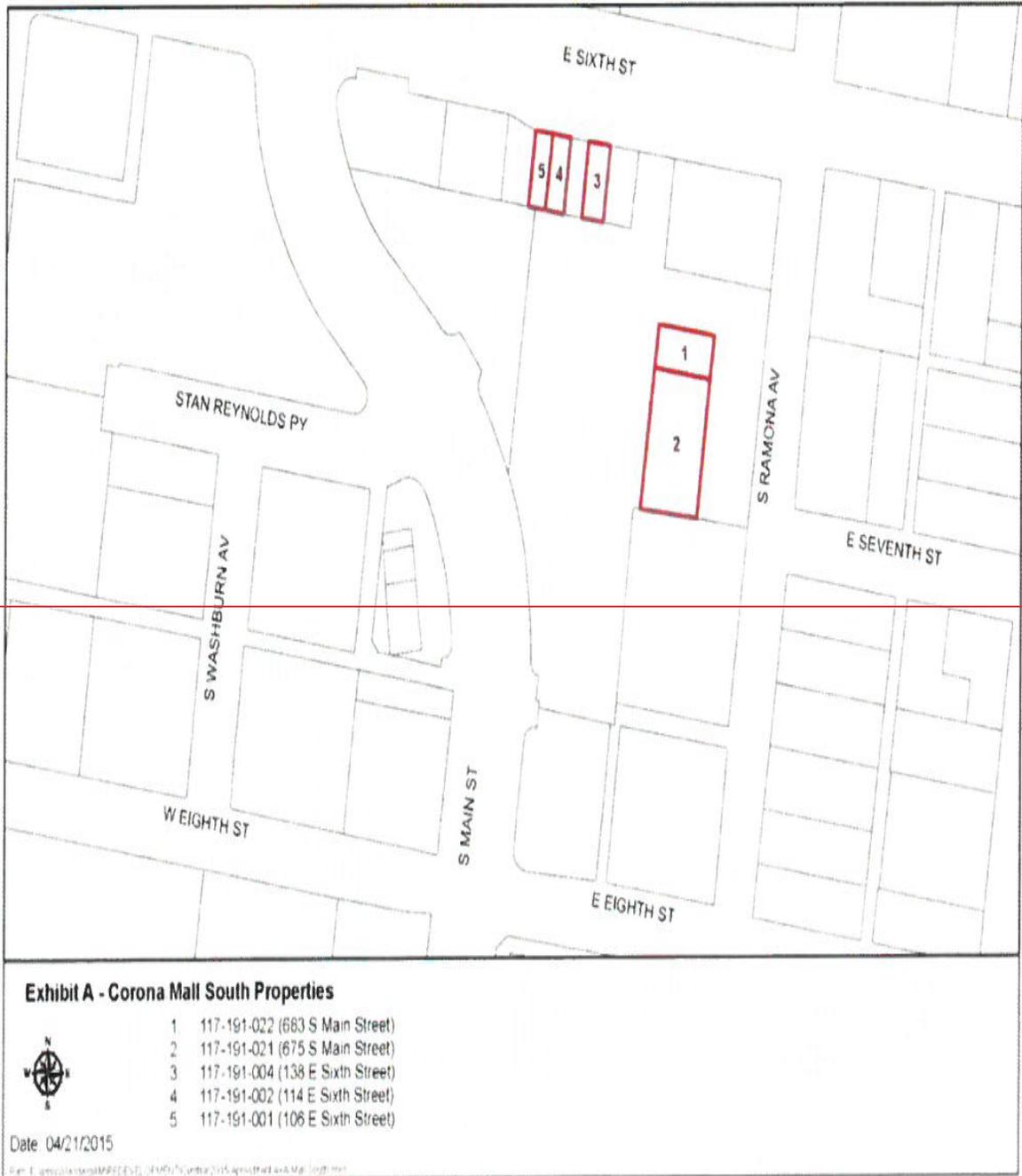
PARCEL 4**ASSESSOR PARCEL NUMBER 117-191-002**

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE S. 82° 43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING S. 82° 43' 52" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET; THENCE S. 07° 16' 08" W., A DISTANCE OF 70.00 FEET; THENCE N. 82° 43' 52" W., PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, A DISTANCE OF 25.00 FEET TO A POINT WHICH BEARS S. 07° 16' 08" W., A DISTANCE OF 70.00 FEET FROM THE POINT OF BEGINNING; THENCE N. 07° 16' 08" E., A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5**ASSESSOR PARCEL NUMBER 117-191-001**

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82° 43' 52" EAST, ALONG

SAI D PARALLEL LINE A DISTANCE OF 15 .02 FEET; THENCE SOUTH 07°16'08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82°43'52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET. A DISTANCE OF 25.00 FEET; THENCE NORTH 07°16'08" EAST, A DISTANCE OF 70.00 FEET TO SAID LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SIXTH STREET; THENCE SOUTH 82°43'52" EAST, ALONG SAI D PARALLEL LINE, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING.





**EXHIBIT "C"
TO DDA**

**LEGAL DESCRIPTION AND DEPICTION OF
CITY ~~PARKING LOTS~~ SOUTH MALL PROPERTY**

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

PARCEL ONE (APN 117-183-004)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-
183-004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS .67 ACRES M/L IN
POR BLK 131 MB 009/008 SB SOUTH RIVERSIDE LAND / WATER CO.

PARCEL TWO (APN 117-191-019)

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CURRENTLY OWNED BY CITY OF CORONA & HAVING A TAX ASSESSOR NUMBER OF 117-
191-019 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 2.27 ACRES M/L IN
POR BLKS 119/132 MB 009/006 SB SOUTH RIVERSIDE LAND / WATER CO.



**EXHIBIT "D"
TO DDA**

**EXECUTED
AUTHORITY SOUTH MALL PROPERTY
PROMISSORY NOTE**

[SEE ATTACHED [##] PAGES]

**EXHIBIT "E"
TO DDA**

**EXECUTED
AUTHORITY SOUTH MALL PROPERTY
DEED OF TRUST**

[SEE ATTACHED [##] PAGES]

**EXHIBIT "F"
TO DDA**

**PURCHASE AND SALE AGREEMENT FOR
AUTHORITY SOUTH MALL OPTION PROPERTY**

[SEE ATTACHED THIRTY-FOUR (34) PAGES]

**EXHIBIT "G"
TO DDA**

**SCHEDULE OF PERFORMANCE
(DEVELOPMENT COVENANT)**

[SEE ATTACHED ONE (1) PAGE]

**EXHIBIT "H"
TO DDA**

MEMORANDUM OF AGREEMENT

[SEE ATTACHED TWENTY (20) PAGES]

CITY OF CORONA
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)

(REST AREA, LLC)
(PORTION OF APN 117-191-019)

1. PARTIES AND DATE.

This First Amended and Restated License Agreement for Use of City Real Property (“Agreement”) is entered into this 4th day of October, 2023, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“Licensor”), and Rest Area, LLC, a California limited liability company with its principal place of business at 709 Randolph Avenue, Costa Mesa, CA 92626 (“Licensee”). Licensor and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Licensor Real Property. Licensee desires to use approximately 11,343 square feet of Licensor’s property generally located west of South Ramona Avenue (portion of APN 117-191-019) in the City of Corona, California, as further depicted and/or described in Exhibit “B” attached hereto and incorporated herein by reference (“Licensed Land”).

2.2 Authorized Use. Licensee desires to use the Licensed Land for the sole purpose of providing outdoor patio seating, common area programming, such as outdoor movies, small craft fairs and an area that would function as an outdoor community room and garden for Developer’s tenants in the Corona Mall South Property (“Authorized Use”).

2.3 Purpose. Licensor is willing to allow Licensee to use the Licensed Land for the Authorized Use, and for no other purpose, pursuant to the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 License for Licensed Land. Licensor agrees to allow Licensee the exclusive use of the Licensed Land pursuant to this Agreement and any additional conditions provided for in Exhibit “A” attached hereto and incorporated herein by this reference.

3.2 Term. The Term of this Agreement shall be for three (3) years from March 1, 2023 (“Commencement Date”) through March 1, 2026, unless earlier terminated as provided for herein (“Term”). The Term may be extended by the City in its sole and absolute discretion up to one (1) year and three hundred sixty-four (364) days.

3.3 Termination or Suspension. The Parties shall have the following rights of termination of the Agreement or suspension of the Authorized Use. In addition to these rights, the Parties shall have the right to take action to enforce the terms of this Agreement.

3.3.1 Without Cause. This Agreement may be terminated by Licensee at any time and without cause by giving written notice to Licensor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

3.3.2 With Cause. Licensor shall also have the right to terminate this Agreement if Licensee is in breach of the terms of this Agreement or if any condition exists on the Licensed Land which, in Licensor's sole but reasonable discretion, represents a danger to public health, safety or welfare ("Default Conditions"). Licensor shall deliver written notice to Licensee of Licensor's intent to terminate this Agreement pursuant hereto and shall include a description of the Default Condition(s) that Licensor believes are occurring, as well as a reasonable period of time, no less than ten (10) days, within which Licensee shall correct the Default Condition(s) ("Cure Period"). If Licensee fails to cure, or commence good faith efforts to cure, said Default Condition(s) within the Cure Period, as determined by Licensor in Licensor's sole but reasonable discretion, this Agreement shall be deemed terminated upon expiration of the Cure Period and all permissions, rights, privileges and licenses granted herein shall cease to exist between the Parties.

3.3.3 Suspension of Authorized Use. In addition to termination, at any time Licensor retains the discretion to immediately suspend all or any part of Licensee's use of the Licensed Land if, in Licensor's sole but reasonable discretion, all or any part of the Authorized Use or anyone's participation in the Authorized Use poses an immediate or significant danger to public health, safety or welfare. Any such suspension shall last as long as Licensor determines is necessary to adequately address the danger to public health, safety or welfare.

3.3.4 City Recapture of Licensed Land. Licensor may terminate this Agreement at any time, without cause and upon thirty (30) days' written notice to Licensee, if Licensor determines, in its sole discretion, that the Licensed Land is necessary for Licensor's use. A termination of the Agreement under this Section for Licensor's use of the Licensed Land shall be known as a "Recapture." If Licensor elects to recapture all or a portion of the Licensed Land from Licensee, the following shall apply:

(a) Recapture of Space. Upon Recapture of the Licensed Land, Licensee shall be relieved of all its rights and obligations hereunder with respect to the Licensed Land except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof. Licensor shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Licensee or allowed by law, and Licensee specifically waives and disclaims any right to such payments.

(b) Relocation. In addition to Licensor's rights under this Section, Licensor may, upon thirty (30) days' written notice to Licensee relocate Licensee from the Licensed Land to alternate premises within the Corona Mall South Property or elsewhere within the City. If Licensor exercises its rights under this Section, Licensor and Licensee shall either terminate this Agreement and execute a new license or execute appropriate amendments to this

Agreement reflecting the relocation, including any adjustments to the Base Rent that may be appropriate to reflect differences in size of the Licensed Land and alternate premises.

3.3.5 Vacating the Licensed Land. At the expiration of the Term or at any sooner termination of this Agreement, Licensee shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date it was first delivered to Licensee under this Agreement, reasonable wear and tear and damage by the elements excepted. Notwithstanding the foregoing, Licensee shall not be required to remove the Licensee Improvements, as defined in Section 3.5.2. Licensee agrees to pay any costs reasonably incurred by Licensor if Licensee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by Licensor to collect damages described in this section.

3.3.6 No Holdover. Licensee has no right to continuing using the Licensed Land or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, then the Base Rent provided for in Section 3.6 below shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

3.4 Responsibility for Authorized Use. Licensee represents and warrants that all of its employees, invitees, tenants and others who use the Licensed Land will do so only for the sole purpose of the Authorized Use and will be instructed or trained on how to use the Licensed Land safely. Licensor retains the discretion to terminate this Agreement or suspend the Authorized Use as provided for in Section 3.3 above. Licensee's employees, invitees, tenants and agents shall not be considered an employee or agent of Licensor for any purpose related to the Authorized Use.

3.5 Maintenance & Improvements.

3.5.1 Maintenance. Licensee shall, at its sole cost and expense, keep the Licensed Land free of noxious weeds and trash, and in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws and regulations concerning Licensee's use of the Licensed Land. All Licensee facilities or improvements, including, without limitation, the Licensee Improvements as defined in Section 3.5.2, shall be maintained in good and workable order and reasonably good appearance. In addition, Licensee shall make any repairs to the Licensed Land caused by or incident to Licensee's use of Licensed Land.

3.5.2 Improvements. Licensee desires, at Licensee's sole cost and expense, to install and/or construct certain improvements on the Licensed Land, as further depicted and/or described in Exhibit "C" attached hereto and incorporated herein by reference ("Licensee Improvements"). The final design and construction of the Licensee Improvements shall be subject to the Licensor's advanced written approval in its sole and absolute discretion and in its proprietary, as opposed to regulatory, capacity. At the expiration of the Term, as may be extended, or at any sooner termination of this documentation necessary to document such gift or otherwise transfer title of the Licensee Improvements to Licensor. Notwithstanding the foregoing, the Parties acknowledge and agree that the final design of the Licensee Improvements, as depicted and/or described in Exhibit "C," may change, subject to the approval of Licensor in its proprietary capacity, to the extent necessary for the governmental approvals required by Section 3.13 of this

Agreement.

3.6 Consideration.

3.6.1 Base Rent. As consideration for this Agreement, Licensee shall pay to Licensor the sum of Thirty-Four Cents (\$0.34) per square foot or Three Thousand Eight Hundred Sixty Dollars (\$3,860) per month (“Base Rent”).

3.6.2 Payment in Advance. The first payment of Base Rent shall be due on the Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Licensee shall pay to Licensor, on or before the Rent Commencement Date, a pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30th) day month. Subsequent monthly Base Rent payments shall be due and payable on or before the fifth (5th) day of each month following the first Base Rent payment.

3.6.3 Payment Process; Late Payments. All payments shall be made payable to the City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or Licensee may make payments by electronic funds transfer. Licensee hereby acknowledges that any payment by Licensee of the Base Rent or other sums due hereunder not received by City within ten (10) calendar days after such amount is due will incur a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law.

3.6.4 Annual Increase. Beginning on July 1, 2024 and continuing on July 1st of each year thereafter during the Term of this Agreement, the Base Rent shall increase by four percent (4%).

3.7 Utilities. Licensee shall pay for all utilities it requires for its use of the Licensed Land at the rate charged by the servicing utility companies. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to Licensee or to the servicing utility company at no cost to Licensee of an easement in, over across or through the Licensed Land as required by such location acceptable to City and the servicing utility company.

3.8 Insurance.

3.8.1 Time for Compliance. Before commencement of the Term, Licensee shall provide evidence satisfactory to the Licensor that it has secured all insurance required under this section. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed Land until it has provided evidence satisfactory to the Licensor that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Licensor to terminate this Agreement for cause. Licensee shall be authorized to self-insure for any of the coverages required herein, so long as sufficient documentation to support self-insurance is provided to and approved by the City of Corona Risk Manager in advance.

3.8.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed Land by the Licensee and its officials, officers, employees, contractors, agents and volunteers. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/the Licensed Land or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.8.3 Property Insurance. Licensee shall also procure and maintain for the duration of this Agreement, at its own expense, property insurance against all risks of loss to any tenant improvements or betterments, including, but not limited to, the Licensee Improvements, at full replacement cost with no coinsurance penalty provision.

3.8.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Licensee shall provide endorsements on forms supplied or approved by the Licensor to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees shall be covered as additional insured with respect to the operations performed by or on behalf of the Licensee under this Agreement, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and

employees, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Licensor and its directors, officials, officers, agents and employees, for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this Agreement.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Licensor, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Licensee shall notify Licensor of this unavailability in writing and shall execute Licensor's Notice of Cancellation Certificate indicating that Licensee will forward any notice of cancellation to the Licensor within two (2) business days from date of receipt by Licensee; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Licensor and its directors, officials, officers, agents and employees. Licensee's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the Licensor any notice of cancellation issued to Licensee shall be considered breach of contract and shall be grounds for Licensor to terminate this Agreement for cause.

3.8.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Licensor and its directors, officials, officers, agents and employees.

3.8.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Licensor.

3.8.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the Licensor and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.8.8 Verification of Coverage. Licensee shall furnish Licensor with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Licensor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Licensor if requested. All certificates and endorsements must be received and

approved by the Licensor before commencement of the Term. Licensor reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.8.9 Reporting of Claims. Licensee shall report to the Licensor, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this Agreement.

3.9 Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Licensor and its directors, officials, officers, agents and employees (collectively, "Indemnified Parties"), free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, to the extent arising out of, pertaining to, or incident to this Agreement or use of the Licensed Land. Licensee shall defend, with counsel reasonably approved by Licensor, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against the Indemnified Parties. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties. Licensee shall reimburse the Indemnified Parties for any and all legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this Agreement and/or in connection with the indemnity herein provided. Licensee shall also reimburse Licensor for the costs of any settlement paid by them on behalf of the Indemnified Parties as part of any claim, suit, action or other proceeding. Licensee's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties. Notwithstanding the above, nothing herein shall require Licensee to indemnify or hold the Indemnified Parties harmless against any liability or claim related to the negligent or intentional acts or omissions of the Indemnified Parties.

3.10 Release of Liability. In consideration of Licensor's agreement to allow Licensee to use the Licensed Land, Licensee, on behalf of itself and its officials, officers, employees, contractors, agents, volunteers, successors and assigns ("Licensee Parties"), hereby releases and forever discharges Licensor and each of its officials, officers, employees, contractors, agents, volunteers, successors and assigns from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action of every nature, character or description which they may have against the Licensor, arising from or in any way related to the Authorized Use, use of Licensed Land or this Agreement.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, LICENSEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.

Initials of Licensee Representative

3.11 Hazardous Substances.

3.11.1 Defined. For purposes of this License, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.10.2 No Warranties. Licensor makes no warranty or representation whatsoever concerning the Licensed Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed Land is strictly on an “as is” basis with all faults. Licensor hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed Land, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.10.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other

requirement listed in this section. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.10.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed Land, give written notice to Licensor. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed Land by Licensee or its employees or agents, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within the Licensed Land in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. In the event Hazardous Substances at the Licensed Land are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed Land by Licensee, and provide written documentation of its safe and legal disposal as required by law.

3.10.5 Breach. Breach of any of the covenants, terms, and conditions contained in this section, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate this Agreement or to require the shutdown of Licensee's operations thereon, at the sole discretion of Licensor; provided however, that Licensor may in its sole discretion grant Licensee such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In either case, Licensee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land as required by applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Land by Licensee during Licensee's period of use and possession of the Licensed Land. Upon termination of this Agreement, Licensee shall, in accordance with all laws, remove from the Licensed Land any equipment or improvements placed on the Licensed Land by Licensee that may be contaminated by Hazardous Substances.

3.10.6 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold the Indemnified Parties, as defined in Section 3.9 above, free and harmless, pursuant to the provisions of Section 3.9 above, in any manner arising out of, pertaining to, or incident to the presence of any Hazardous Substances brought onto or permitted to be brought onto the Licensed Land by Licensee, or its employees or agents. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety

Code Section 25364, to insure, protect, hold harmless and indemnify the Indemnified Parties from any liability created by the Licensee pursuant to such sections.

3.11 Entry by Licensor. Licensor and its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Licensed Land and the operations conducted thereon to assure compliance with the requirements of this Agreement. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Land, as well as taking photographs.

3.12 Laws and Regulations. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its use of the Licensed Land pursuant to this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.13 Governmental Approvals. Before commencement of the Term, Licensee shall obtain all necessary and applicable federal, state and local approvals, certifications, and permits to conduct the Authorized Use. Licensor reserves the right to require Licensee to provide proof regarding these approvals, certifications, and permits.

3.14 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the party to whom it is directed or to any managing or executive officer or director of that party in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

Licensee:

Rest Area, LLC
709 Randolph Avenue
Costa Mesa, CA 92626
Attn: Shaheen Sadeghi

Licensor:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager

3.15 Survival. Licensee's obligations to release, indemnify, defend, and hold harmless the Licensor, as set forth in this Agreement, shall survive expiration or termination of this Agreement and shall remain in effect until there is no risk to the Licensor of liability for any claims or losses due to the use of the Licensed Land for the Authorized Use.

3.16 Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Licensor.

3.17 Selection of Counsel. Licensee's obligation to indemnify the Licensor under this Agreement shall include the obligation of Licensee to defend Licensor with legal counsel of Licensor's own choosing. In the event Licensor elects not to select such counsel, the designation of such counsel shall be made by Licensee but shall be subject to prior approval by Licensor.

3.18 Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the Licensor and Licensee to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees and costs. The attorneys' fees and costs recoverable pursuant to this section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.19 Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

3.20 Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.22 Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

3.23 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

[SIGNATURES ON NEXT TWO (2) PAGES]

**LICENSOR’S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)**

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**LICENSEE’S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)**

REST AREA, LLC
a California limited liability company

By: _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

EXHIBIT "A"**CONDITIONS OF USE**

1. City Instructions and Policies. Licensee shall be responsible for ensuring that users of the Licensed Land pursuant to this Agreement comply with all oral or written instructions, directions and other safety requirements given to Licensee by Licensor personnel.

2. No Liens. Licensee shall keep the Licensed Land free from any liens arising out of any work performed, materials furnished or obligations incurred by Licensee, and Licensee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Licensor shall constitute a default of this Agreement.

3. Removal of Liens. At its election, but without having any obligation to do so, Licensor may pay such liens not so removed by Licensee and Licensee shall, within ten (10) days following the receipt of written request from the Licensor, reimburse Licensor for all such costs incurred by Licensor with respect to the removal of such liens.

4. Sublicensing Allowed. Licensee may sublicense this Agreement to tenants of Licensee who are occupying tenant space in the Corona Mall South Property. Otherwise, Licensee shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Licensed Land.

5. Taxable Possessory Interests. Licensee acknowledges that the execution of this Agreement for the Licensed Land creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Licensee to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Licensee directly to the County Tax Collector and shall be kept current, without delinquency. LICENSEE IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, Licensor may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, Licensee is still responsible for the remaining portion of the tax bill through the end of that year.

6. Taxes. In addition to the possessory taxes described herein, Licensee shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Licensed Land and any personal property located on or in the Licensed Land.

EXHIBIT "B"
LICENSED LAND

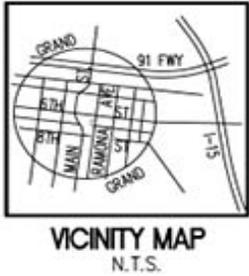
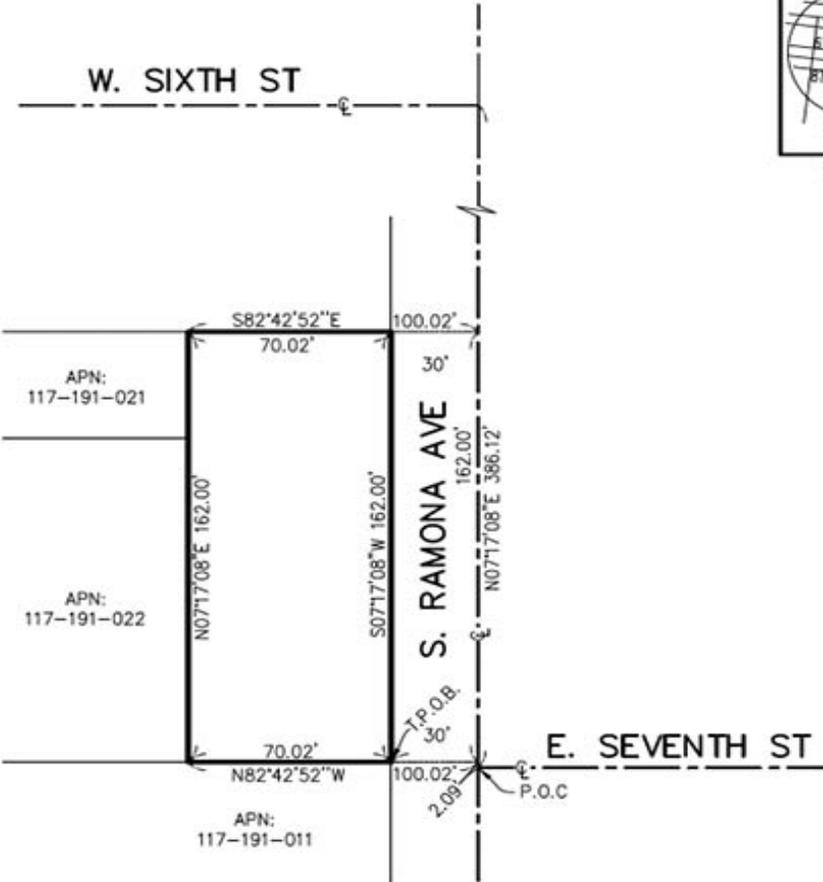


EXHIBIT "C"
IMPROVEMENTS



CITY OF CORONA

FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)

(REST AREA, LLC)
(PORTION OF APN 117-191-019)

1. PARTIES AND DATE.

This First Amended and Restated License Agreement for Use of City Real Property (“Agreement”) is entered into this ~~1st~~^{4th} day of ~~March~~^{October}, 2023, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“Licensor”), and Rest Area, LLC, a California limited liability company with its principal place of business at 709 Randolph Avenue, Costa Mesa, CA 92626 (“Licensee”). Licensor and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Licensor Real Property. Licensee desires to use approximately 11,343 square feet of Licensor’s property generally located west of South Ramona Avenue (portion of APN 117-191-019) in the City of Corona, California, as further depicted and/or described in Exhibit “B” attached hereto and incorporated herein by reference (“Licensed Land”).

2.2 Authorized Use. Licensee desires to use the Licensed Land for the sole purpose of providing outdoor patio seating, common area programming, such as outdoor movies, small craft fairs and an area that would function as an outdoor community room and garden for Developer’s tenants in the Corona Mall South Property (“Authorized Use”).

2.3 Purpose. Licensor is willing to allow Licensee to use the Licensed Land for the Authorized Use, and for no other purpose, pursuant to the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 License for Licensed Land. Licensor agrees to allow Licensee the exclusive use of the Licensed Land pursuant to this Agreement and any additional conditions provided for in Exhibit “A” attached hereto and incorporated herein by this reference.

3.2 Term. The Term of this Agreement shall be for three (3) years from March 1, 2023 (“Commencement Date”) through March 1, 2026, unless earlier terminated as provided for herein (“Term”). The Term may be extended by the City in its sole and absolute discretion up to one (1) year and three hundred sixty-four (364) days.

(CITY ATTY: 05-21)

3.3 Termination or Suspension. The Parties shall have the following rights of termination of the Agreement or suspension of the Authorized Use. In addition to these rights, the Parties shall have the right to take action to enforce the terms of this Agreement.

3.3.1 Without Cause. This Agreement may be terminated by Licensee at any time and without cause by giving written notice to Licensor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

3.3.2 With Cause. Licensor shall also have the right to terminate this Agreement if Licensee is in breach of the terms of this Agreement or if any condition exists on the Licensed Land which, in Licensor's sole but reasonable discretion, represents a danger to public health, safety or welfare ("Default Conditions"). Licensor shall deliver written notice to Licensee of Licensor's intent to terminate this Agreement pursuant hereto and shall include a description of the Default Condition(s) that Licensor believes are occurring, as well as a reasonable period of time, no less than ten (10) days, within which Licensee shall correct the Default Condition(s) ("Cure Period"). If Licensee fails to cure, or commence good faith efforts to cure, said Default Condition(s) within the Cure Period, as determined by Licensor in Licensor's sole but reasonable discretion, this Agreement shall be deemed terminated upon expiration of the Cure Period and all permissions, rights, privileges and licenses granted herein shall cease to exist between the Parties.

3.3.3 Suspension of Authorized Use. In addition to termination, at any time Licensor retains the discretion to immediately suspend all or any part of Licensee's use of the Licensed Land if, in Licensor's sole but reasonable discretion, all or any part of the Authorized Use or anyone's participation in the Authorized Use poses an immediate or significant danger to public health, safety or welfare. Any such suspension shall last as long as Licensor determines is necessary to adequately address the danger to public health, safety or welfare.

3.3.4 City Recapture of Licensed Land. Licensor may terminate this Agreement at any time, without cause and upon thirty (30) days' written notice to Licensee, if Licensor determines, in its sole discretion, that the Licensed Land is necessary for Licensor's use. A termination of the Agreement under this Section for Licensor's use of the Licensed Land shall be known as a "Recapture." If Licensor elects to recapture all or a portion of the Licensed Land from Licensee, the following shall apply:

(a) Recapture of Space. Upon Recapture of the Licensed Land, Licensee shall be relieved of all its rights and obligations hereunder with respect to the Licensed Land except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof. Licensor shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Licensee or allowed by law, and Licensee specifically waives and disclaims any right to such payments.

(b) Relocation. In addition to Licensor's rights under this Section, Licensor may, upon thirty (30) days' written notice to Licensee relocate Licensee from the Licensed Land to alternate premises within the Corona Mall South Property or elsewhere within the City. If Licensor exercises its rights under this Section, Licensor and Licensee shall either terminate this Agreement and execute a new license or execute appropriate amendments to this

Agreement reflecting the relocation, including any adjustments to the Base Rent that may be appropriate to reflect differences in size of the Licensed Land and alternate premises.

3.3.5 Vacating the Licensed Land. At the expiration of the Term or at any sooner termination of this Agreement, Licensee shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date it was first delivered to Licensee under this Agreement, reasonable wear and tear and damage by the elements excepted. Notwithstanding the foregoing, Licensee shall not be required to remove the Licensee Improvements, as defined in Section 3.5.2. Licensee agrees to pay any costs reasonably incurred by Licensor if Licensee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by Licensor to collect damages described in this section.

3.3.6 No Holdover. Licensee has no right to continuing using the Licensed Land or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, then the Base Rent provided for in Section 3.6 below shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

3.4 Responsibility for Authorized Use. Licensee represents and warrants that all of its employees, invitees, tenants and others who use the Licensed Land will do so only for the sole purpose of the Authorized Use and will be instructed or trained on how to use the Licensed Land safely. Licensor retains the discretion to terminate this Agreement or suspend the Authorized Use as provided for in Section 3.3 above. Licensee's employees, invitees, tenants and agents shall not be considered an employee or agent of Licensor for any purpose related to the Authorized Use.

3.5 Maintenance & Improvements.

3.5.1 Maintenance. Licensee shall, at its sole cost and expense, keep the Licensed Land free of noxious weeds and trash, and in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws and regulations concerning Licensee's use of the Licensed Land. All Licensee facilities or improvements, including, without limitation, the Licensee Improvements as defined in Section 3.5.2, shall be maintained in good and workable order and reasonably good appearance. In addition, Licensee shall make any repairs to the Licensed Land caused by or incident to Licensee's use of Licensed Land.

3.5.2 Improvements. Licensee desires, at Licensee's sole cost and expense, to install and/or construct certain improvements on the Licensed Land, as further depicted and/or described in Exhibit "C" attached hereto and incorporated herein by reference ("Licensee Improvements"). The final design and construction of the Licensee Improvements shall be subject to the Licensor's advanced written approval in its sole and absolute discretion and in its proprietary, as opposed to regulatory, capacity. At the expiration of the Term, as may be extended, or at any sooner termination of this documentation necessary to document such gift or otherwise transfer title of the Licensee Improvements to Licensor. Notwithstanding the foregoing, the Parties acknowledge and agree that the final design of the Licensee Improvements, as depicted and/or described in Exhibit "C," may change, subject to the approval of Licensor in its proprietary capacity, to the extent necessary for the governmental approvals required by Section 3.13 of this

Agreement.

3.6 Consideration.

3.6.1 Base Rent. As consideration for this Agreement, Licensee shall pay to Licensor the sum of Thirty-Four Cents (\$0.34) per square foot or Three Thousand Eight Hundred Sixty Dollars (\$3,860) per month (“Base Rent”).

3.6.2 Payment in Advance. The first payment of Base Rent shall be due on the Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Licensee shall pay to Licensor, on or before the Rent Commencement Date, a pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30th) day month. Subsequent monthly Base Rent payments shall be due and payable on or before the fifth (5th) day of each month following the first Base Rent payment.

3.6.3 Payment Process; Late Payments. All payments shall be made payable to the City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or Licensee may make payments by electronic funds transfer. Licensee hereby acknowledges that any payment by Licensee of the Base Rent or other sums due hereunder not received by City within ten (10) calendar days after such amount is due will incur a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law.

3.6.4 Annual Increase. Beginning on July 1, 2024 and continuing on July 1st of each year thereafter during the Term of this Agreement, the Base Rent shall increase by four percent (4%).

~~3.6.5 Permanent Improvement Reimbursement.~~

~~3.6.5.1 Calculation of Improvement Reimbursement. To incentivize Licensee’s construction of permanent improvements to be included as part of the Licensee Improvements discussed in Section 3.5.2 above, Licensor shall reimburse Licensee for the cost to construct or install the Permanent Improvements, as defined in Section 3.6.5.3 below, up to the Reimbursement Cap, as defined in Section 3.6.5.3 below (“Improvement Reimbursement”).~~

~~3.6.5.2 Improvement Reimbursement Process. Upon completion of the Permanent Improvements, Licensee shall submit to Licensor written itemized receipts, invoices or similar written documentation of expenses incurred by Licensee for the Permanent Improvements. Within thirty (30) days of receipt, Licensor’s City Manager, or his or her designee, shall review such documentation and Licensor shall reimburse Licensee for all approved charges thereon up to the Reimbursement Cap. Notwithstanding anything herein to the contrary, all costs to construct or install the Permanent Improvements that exceed the Reimbursement Cap shall be the sole responsibility of Licensee. In the event this Agreement is terminated for any reason whatsoever, with or without cause, the Licensed Land is recaptured, or the Authorized Use is suspended for any reason after Licensee has commenced construction, but prior to the completion of, the Licensee Improvements, the Licensor shall reimburse Licensee for all costs and expenses incurred by Licensee for the construction of the Licensee Improvements up to the date the Agreement is~~

~~terminated, the Licensed Land is recaptured, or the Authorized Use is suspended regardless of whether the Licensee Improvements are partially completed or completed in full.~~

~~3.6.5.3 Definitions. As used in this Agreement, the following terms shall be defined as follows:~~

~~A. Permanent Improvements. Those portions of the Licensee Improvements that are permanently affixed to the Licensed Land or otherwise qualify as real property fixtures, as determined by Licensor's City Manager, or his or her designee, in his or her sole but reasonable discretion.~~

~~B. Reimbursement Cap. The maximum amount of Two Hundred Thousand Dollars (\$200,000).~~

~~3.6.5.4 Commencement of Construction. As a condition of Licensor's payment of the Improvement Reimbursement, Licensee shall commence construction of the Permanent Improvements 30 days after City's issuance of the building permit.~~

3.7 Utilities. Licensee shall pay for all utilities it requires for its use of the Licensed Land at the rate charged by the servicing utility companies. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to Licensee or to the servicing utility company at no cost to Licensee of an easement in, over across or through the Licensed Land as required by such location acceptable to City and the servicing utility company.

3.8 Insurance.

3.8.1 Time for Compliance. Before commencement of the Term, Licensee shall provide evidence satisfactory to the Licensor that it has secured all insurance required under this section. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed Land until it has provided evidence satisfactory to the Licensor that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Licensor to terminate this Agreement for cause. Licensee shall be authorized to self-insure for any of the coverages required herein, so long as sufficient documentation to support self-insurance is provided to and approved by the City of Corona Risk Manager in advance.

3.8.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed Land by the Licensee and its officials, officers, employees, contractors, agents and volunteers. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance

Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/the Licensed Land or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.8.3 Property Insurance. Licensee shall also procure and maintain for the duration of this Agreement, at its own expense, property insurance against all risks of loss to any tenant improvements or betterments, including, but not limited to, the Licensee Improvements, at full replacement cost with no coinsurance penalty provision.

3.8.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Licensee shall provide endorsements on forms supplied or approved by the Licensor to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees shall be covered as additional insured with respect to the operations performed by or on behalf of the Licensee under this Agreement, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Licensor and its directors, officials,

officers, agents and employees, for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this Agreement.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Licensor, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Licensee shall notify Licensor of this unavailability in writing and shall execute Licensor's Notice of Cancellation Certificate indicating that Licensee will forward any notice of cancellation to the Licensor within two (2) business days from date of receipt by Licensee; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Licensor and its directors, officials, officers, agents and employees. Licensee's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the Licensor any notice of cancellation issued to Licensee shall be considered breach of contract and shall be grounds for Licensor to terminate this Agreement for cause.

3.8.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Licensor and its directors, officials, officers, agents and employees.

3.8.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Licensor.

3.8.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the Licensor and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.8.8 Verification of Coverage. Licensee shall furnish Licensor with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Licensor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Licensor if requested. All certificates and endorsements must be received and approved by the Licensor before commencement of the Term. Licensor reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.8.9 Reporting of Claims. Licensee shall report to the Licensor, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this Agreement.

3.9 Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Licensor and its directors, officials, officers, agents and employees (collectively, "Indemnified Parties"), free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, to the extent arising out of,

pertaining to, or incident to this Agreement or use of the Licensed Land. Licensee shall defend, with counsel reasonably approved by Licensor, at Licensee’s sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against the Indemnified Parties. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties. Licensee shall reimburse the Indemnified Parties for any and all legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this Agreement and/or in connection with the indemnity herein provided. Licensee shall also reimburse Licensor for the costs of any settlement paid by them on behalf of the Indemnified Parties as part of any claim, suit, action or other proceeding. Licensee’s obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties. Notwithstanding the above, nothing herein shall require Licensee to indemnify or hold the Indemnified Parties harmless against any liability or claim related to the negligent or intentional acts or omissions of the Indemnified Parties.

3.10 Release of Liability. In consideration of Licensor’s agreement to allow Licensee to use the Licensed Land, Licensee, on behalf of itself and its officials, officers, employees, contractors, agents, volunteers, successors and assigns (“Licensee Parties”), hereby releases and forever discharges Licensor and each of its officials, officers, employees, contractors, agents, volunteers, successors and assigns from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action of every nature, character or description which they may have against the Licensor, arising from or in any way related to the Authorized Use, use of Licensed Land or this Agreement.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BY INITIALING BELOW, LICENSEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.

 Initials of Licensee Representative

3.11 Hazardous Substances.

3.11.1 Defined. For purposes of this License, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response,

Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.10.2 No Warranties. Licensor makes no warranty or representation whatsoever concerning the Licensed Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed Land is strictly on an “as is” basis with all faults. Licensor hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed Land, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.10.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this section. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.10.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed Land, give written notice to Licensor. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed Land by Licensee or its employees or agents, including but not limited to, an amount which is required

to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within the Licensed Land in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. In the event Hazardous Substances at the Licensed Land are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed Land by Licensee, and provide written documentation of its safe and legal disposal as required by law.

3.10.5 Breach. Breach of any of the covenants, terms, and conditions contained in this section, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate this Agreement or to require the shutdown of Licensee's operations thereon, at the sole discretion of Licensor; provided however, that Licensor may in its sole discretion grant Licensee such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In either case, Licensee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land as required by applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Land by Licensee during Licensee's period of use and possession of the Licensed Land. Upon termination of this Agreement, Licensee shall, in accordance with all laws, remove from the Licensed Land any equipment or improvements placed on the Licensed Land by Licensee that may be contaminated by Hazardous Substances.

3.10.6 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold the Indemnified Parties, as defined in Section 3.9 above, free and harmless, pursuant to the provisions of Section 3.9 above, in any manner arising out of, pertaining to, or incident to the presence of any Hazardous Substances brought onto or permitted to be brought onto the Licensed Land by Licensee, or its employees or agents. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the Indemnified Parties from any liability created by the Licensee pursuant to such sections.

3.11 Entry by Licensor. Licensor and its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Licensed Land and the operations conducted thereon to assure compliance with the requirements of this Agreement. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Land, as well as taking photographs.

3.12 Laws and Regulations. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its use of the Licensed Land pursuant to this Agreement, including all Cal/OSHA requirements, and

shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.13 Governmental Approvals. Before commencement of the Term, Licensee shall obtain all necessary and applicable federal, state and local approvals, certifications, and permits to conduct the Authorized Use. Licensor reserves the right to require Licensee to provide proof regarding these approvals, certifications, and permits.

3.14 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the party to whom it is directed or to any managing or executive officer or director of that party in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

Licensee:

Rest Area, LLC
709 Randolph Avenue
Costa Mesa, CA 92626
Attn: Shaheen Sadeghi

Licensor:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager

3.15 Survival. Licensee's obligations to release, indemnify, defend, and hold harmless the Licensor, as set forth in this Agreement, shall survive expiration or termination of this Agreement and shall remain in effect until there is no risk to the Licensor of liability for any claims or losses due to the use of the Licensed Land for the Authorized Use.

3.16 Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Licensor.

3.17 Selection of Counsel. Licensee's obligation to indemnify the Licensor under this Agreement shall include the obligation of Licensee to defend Licensor with legal counsel of Licensor's own choosing. In the event Licensor elects not to select such counsel, the designation of such counsel shall be made by Licensee but shall be subject to prior approval by Licensor.

3.18 Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the Licensor and Licensee to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees and costs. The attorneys' fees and costs recoverable pursuant to this

section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.19 Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

3.20 Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.22 Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

3.23 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

[SIGNATURES ON NEXT TWO (2) PAGES]

LICENSOR'S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

LICENSEE'S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)

REST AREA, LLC
a California limited liability company

By: _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

EXHIBIT "A"**CONDITIONS OF USE**

1. City Instructions and Policies. Licensee shall be responsible for ensuring that users of the Licensed Land pursuant to this Agreement comply with all oral or written instructions, directions and other safety requirements given to Licensee by Licensor personnel.

2. No Liens. Licensee shall keep the Licensed Land free from any liens arising out of any work performed, materials furnished or obligations incurred by Licensee, and Licensee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Licensor shall constitute a default of this Agreement.

3. Removal of Liens. At its election, but without having any obligation to do so, Licensor may pay such liens not so removed by Licensee and Licensee shall, within ten (10) days following the receipt of written request from the Licensor, reimburse Licensor for all such costs incurred by Licensor with respect to the removal of such liens.

4. Sublicensing Allowed. Licensee may sublicense this Agreement to tenants of Licensee who are occupying tenant space in the Corona Mall South Property. Otherwise, Licensee shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Licensed Land.

5. Taxable Possessory Interests. Licensee acknowledges that the execution of this Agreement for the Licensed Land creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Licensee to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Licensee directly to the County Tax Collector and shall be kept current, without delinquency. LICENSEE IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, Licensor may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, Licensee is still responsible for the remaining portion of the tax bill through the end of that year.

6. Taxes. In addition to the possessory taxes described herein, Licensee shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Licensed Land and any personal property located on or in the Licensed Land.

EXHIBIT "B"

LICENSED LAND

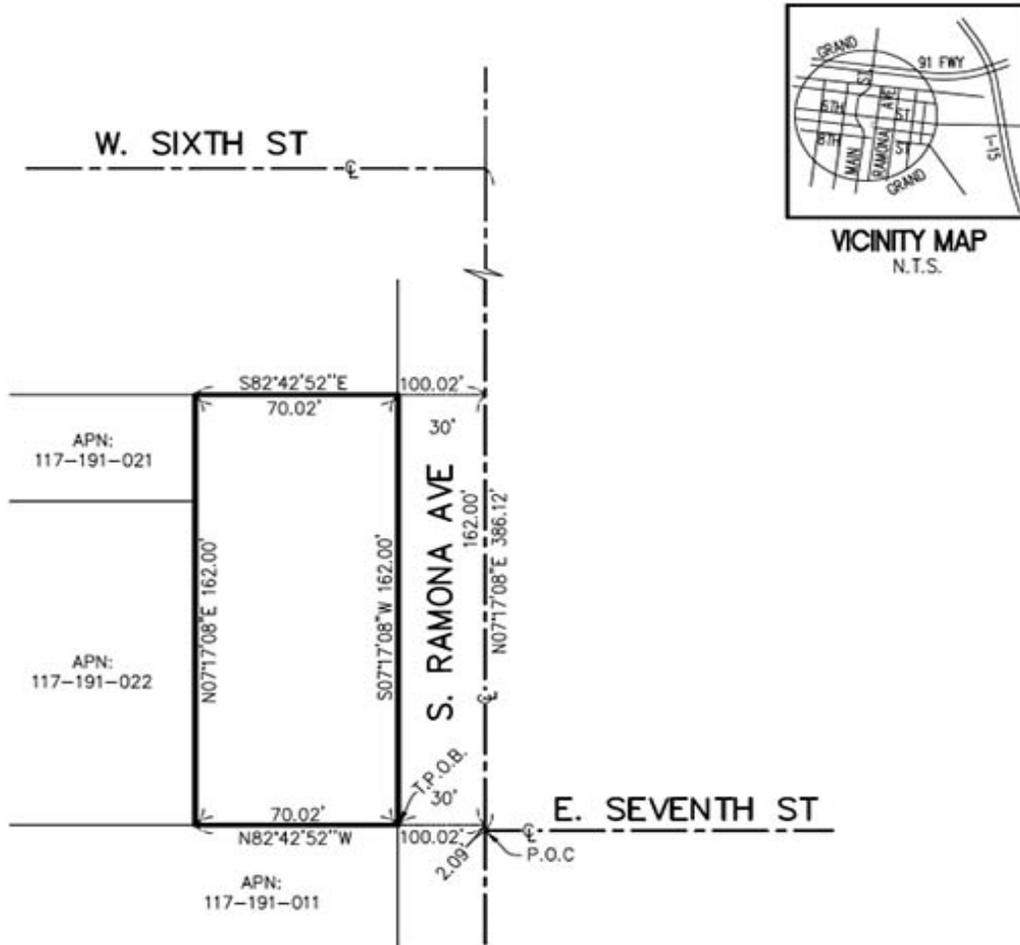


EXHIBIT "C"

IMPROVEMENTS





Staff Report

File #: 23-0749

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/04/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

ACCEPTANCE AND APPROPRIATION OF \$22,991 IN GRANT FUNDING FROM THE CALIFORNIA STATE LIBRARY FOR THE ZIP BOOK PROJECT

EXECUTIVE SUMMARY:

This staff report asks the City Council to accept and appropriate the California State Library Zip Book grant to purchase books and an Amazon Prime membership. The total award for the Fiscal Year 2024 beginning July 1, 2023, is \$22,991.

RECOMMENDED ACTION:

That the City Council:

- a. Accept grant funding from the California State Library for the Corona Public Library's Zip Book Grant project through the California Library Services Act (LSTA) funds.
- b. Authorize an appropriation and estimated revenue increase in the amount of \$22,991 to the Community Services Department's operating budget in the Library - Other Grants Fund 415.
- c. Authorize the City Manager, or his designee, to adjust the budget accordingly if Grantor distributes additional funds to grant participants.

BACKGROUND & HISTORY:

The Zip Books project began as a pilot project in 2011, funded by the LSTA grant from the California State Library. Zip Books is an additional purchasing option that is meant to provide patrons with access to materials not owned by the library. A patron simply requests an item that is not currently in the collection, the library purchases it from Amazon, and the book is shipped directly to the patron's home. When finished, the patron returns the book to the library, and the library adds it to the collection. The program gives patrons the ability to participate in the development of our collection

and has proven to be extremely popular with libraries and library users throughout the state over the past decade. In early 2022, the number of participating libraries expanded further to include 96 jurisdictions. In a recent two-year survey, over 95 percent of respondents gave the Zip Book project an overall “excellent” rating.

ANALYSIS:

The Zip Book grant project provides library users with speedy access to books that are not available at their local libraries. Because Zip Book is a user-driven program, the library collection becomes more closely matched to the needs of the local community.

The Zip Book project is very popular with patrons. Given the dispersed media landscape, and the nature of our community, it is difficult for the library to purchase all of the materials to meet the diverse needs of our community. The Zip Book project allows the library to create a patron-curated collection to quickly meet those changing needs. For example, in 2021 the library experienced strong demand from the Arabic speaking community to have book titles available in Arabic. Zip Books allowed patrons access to books in Arabic and garner support for donations so the library could start an Arabic foreign language collection. Zip Books helped highlight an unknown need among the community and direct the development of a better curated non-English language material collection.

The project funding is provided by the State of California and administered by the California State Library. The grant period is July 1, 2023, through June 30, 2024.

FINANCIAL IMPACT:

Approval of the recommended actions will result in an appropriation and estimated revenue increase in the amount of \$22,991 to the Library Services operating budget in the Library - Other Grants Fund 415 for the Library Services and Technology Grant. These grant funds do not have a matching requirement. Grant funds must be fully expended in accordance with the City’s approved budget by June 30, 2024.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is a financial transaction between the California State Library and the City of Corona, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KATHERINE BACKUS, MANAGEMENT ANALYST I

REVIEWED BY: DONNA FINCH, INTERIM COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Grant Approval Letter



September 5, 2023

Ms. Donna Finch, Interim Director
City of Corona
650 S Main St
Corona, CA, 92882

Subject: Zip Books Project ZIP23-21

Dear Ms. Donna Finch:

We are pleased to approve the grant application for the Zip Book Project for a total of \$22,991 in California Library Services Act funds to purchase books and prime membership. Over the 2023/24 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection. These steps might include approving only those patron requests which meet your collection development guidelines and/or may appeal to your community.

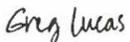
Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents. For more information, please refer to the Zip Book Guidelines located on the [State Library website](#).

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov. Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416

Greg Lucas
California State Librarian
Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



Staff Report

File #: 23-0757

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/04/2023

TO: Honorable Mayor and City Council Members

FROM: Community Services Department

SUBJECT:

GRANT FUNDING FROM THE CALIFORNIA LIBRARY LITERACY SERVICES PROGRAM IN THE AMOUNT OF \$65,412 FOR ADULT AND FAMILY LITERACY SERVICES

EXECUTIVE SUMMARY:

This staff report asks the City Council to accept and appropriate the California Library Literacy Services Program grant to continue the Corona Public Library's adult and family literacy programming. The total award for the Fiscal Year 2024 beginning July 1, 2023, is \$65,412 (\$25,154 Adult Literacy Services and \$40,258 Family Literacy Service).

RECOMMENDED ACTION:

That the City Council:

- a. Accept grant funding from the California Library Literacy Services in the amount of \$65,412 for the Corona Public Library's Adult and Family Literacy Grant project.
- b. Authorize an appropriation and estimated revenue increase in the amount of \$65,412 (\$25,154 Adult Literacy Services and \$40,258 Family Literacy Service) to the Community Services Department's operating budget in the Adult and Family Literacy Grant Fund 442.
- c. Authorize the City Manager, or his designee, to adjust the budget accordingly if the Grantor distributes additional funds to grant participants.

BACKGROUND & HISTORY:

The Adult Literacy Program has been in existence since 1994. It is funded almost exclusively through grants from the California State Library, for which the City must apply annually. This funding supports the purchase of supplies and resources, such as educational software and online resources for our volunteer tutors and their adult learners. Training for volunteer tutors and staff is

also funded as is the partial funding of an existing part-time position. The annual funds are supplemented with other grants, donations, and general City revenues when they are available. The Adult Literacy grant has allowed for the creation of a partnership with Corona Norco Unified School District (CNUSD) Adult School.

ANALYSIS:

The Corona Public Library (CPL) has been awarded \$40,258 for fiscal Year 2024 to support existing family literacy programming in the community. These funds will be used to strengthen the services provided to learners enrolled in the California Library Literacy Services program and support the library in reaching out to and engaging underserved adults and families. Some of the grant dollars also fund a portion of two existing part-time staff positions involved in literacy programming.

The CPL was also awarded \$25,154 in Fiscal Year 2024 to provide one-on-one literacy tutoring for adults. Tutoring encompasses a myriad of skills, including reading, math, financial literacy, and basic computer skills.

The project funding is provided by the State of California and administered by the California State Library. The grant period is July 1, 2023, through June 30, 2024. The project's final expenditure date is December 31, 2024.

FINANCIAL IMPACT:

Approval of the recommended actions will result in an appropriation and estimated revenue increase in the amount of \$65,412 (\$25,154 Adult Literacy Services and \$40,258 Family Literacy Service) to the Library Services operating budget in the Adult and Family Literacy Grant Fund 442 for the California Library Literacy Services Program. These grant funds do not have a matching requirement. Grant funds must be fully expended in accordance with the City's approved budget by December 31, 2024.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is a financial transaction between the California State Library and the City of Corona, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KATHERINE BACKUS, MANAGEMENT ANALYST I

REVIEWED BY: DONNA FINCH, INTERIM COMMUNITY SERVICES DIRECTOR

Attachments:

1. Exhibit 1 - Grant Approval Letter



September 11, 2023

Daniell Whittington
Corona Public Library
650 S. Main Street
Corona, CA 92882

Dear Ms. Whittington,

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues California Library Literacy Services funding at \$4.82 million for adult literacy services and \$2.5 million for family literacy services.

Your total award amounts for the 2023-2024 fiscal year beginning July 1, 2023, are:

- Adult Literacy Services: \$25,154
- Family Literacy Services: \$40,258
- **Total Award: \$65,412**

Please note: This year your Adult Literacy Services award amount differs \$ 140 from your projected award amount. You will need to complete a Budget Modification Form to allocate the additional funds.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your Adult Literacy Services Award and 100% of your Family Literacy Services Award:

- 90% of the Adult Literacy Award: \$22,639
- 100% of the Family Literacy Award: \$40,258
- **Total Initial Award Amount: \$62,897**

Information about claiming the remainder of your award is included in the payment schedule at the end of your award packet.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



Your funds must be encumbered by June 30, 2024, and fully expended, in accordance with your approved budget on file with the State Library, by December 31, 2024. Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

To ensure program expenditures are consistent with the California Library Literacy Services allowable expenses, please review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

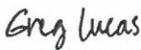
We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [CLLS Mission, Values, and Program Essentials](#). Additional California Library Literacy Services resources can be found on the [California Library Literacy Services website](#).

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov, with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:

BDA50881C41C416...

Greg Lucas
California State Librarian
Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

9/13/2023

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Fiscal Office, stategrants.fiscal@library.ca.gov
Chandara Khun, chandara.khun@coronaca.gov
Jennifer Bauserman, jennifer.bauserman@coronaca.gov

Enc: Re: CLLS23-23: Claim form, certification form, and State Funded Grants
Award Agreement and Certificate of Compliance



Staff Report

File #: 23-0768

REQUEST FOR CITY COUNCIL ACTION

DATE: 10/04/2023

TO: Honorable Mayor and City Council Members

FROM: Communications Division

SUBJECT:

ORDINANCE AMENDING [1.04.160](#) AND [1.04.170](#) OF THE CORONA MUNICIPAL CODE TO ADOPT A NEW CITY CORPORATE SEAL

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve an ordinance of the City of Corona to amend section [1.04.160](#) and [1.04.170](#) of the Corona Municipal Code to adopt a new City Corporate Seal.

RECOMMENDED ACTION:

That the City Council introduce by title only, and waive full reading of Ordinance No. 3379, first reading of an ordinance approving amendments to Corona Municipal Code Chapter 1.04.160 and 1.04.170 to adopt a new City Corporate Seal.

BACKGROUND & HISTORY:

The City of Corona's 2021-2026 Strategic Plan Goal 5 is Sense of Place and includes the reimagining of the City of Corona's brand, identity, and story. A primary component of the City's identity is represented in the City Seal. Thus, the City Council provided direction to redesign the City Seal.

The current City Seal was first adopted in 1991. Since that time, much has changed in strategies for communications and best practices for design. A new City Seal was necessary to better represent the City's history and aspirational goals laid out in the Strategic Plan. With the current City Seal being the ideation of a single resident, it was imperative that the new City Seal be developed through a consultative process that included as many perspectives and residents as possible. This is why we embarked on a robust community engagement rebranding process that included over 2,200 participants. Through this community engagement process, we were able to identify a consensus on key landmarks, imagery and motifs that best represent our City. These key elements include: Lemons, Mountains, Grand Boulevard, Circle, and Crown.

A brand is more than a logo, tagline, and some colors. It's our story. It's our heart. It's the personality of the city. An honest brand can help unite our community around, both our history and who we aspire to be.

ANALYSIS:

On May 16, 2022, the Communications Division, in partnership with Pastilla, Inc. kicked off the branding project. The team successfully and thoroughly performed discovery research including audience research, competitive analysis, and a SWOT analysis of the current brand. The robust community engagement included a webpage, focus interviews, community survey, workshops, and pop-up engagements at City events. A total of over 2,200 residents provided their feedback on reimagining the City's brand.

On February 15, 2023, Pastilla presented the City Brand Strategy and Brand Identity System. On May 17, 2023, the Corona City Council approved the implementation of the new brand including the new Wordmark and logo as well as provided their feedback on the development of the new City Seal draft.

The City Seal uses the visual elements, colors, and fonts of the brand identity system and incorporates the feedback shared by the community, including:

- a. Reflecting and honoring Corona's rich lemon history. The five ripe lemons and two lemon blossoms highlight that the City is known as "Lemon Capital of the World."
- b. Drawing inspiration from Corona's unique mountain landscape. The clear blue sky and three mountain peaks represent Corona's Cleveland National Forest.
- c. Continuing the tradition of the Circle, a key city symbol. The line art in the seal depicts Grand Boulevard, a unique feature of the city with a one-mile circular street diameter and from which the City's name "Corona" and nickname "The Circle City" derived.
- d. Exploring the historic crown. Corona was first named South Riverside. The colony was nicknamed Queen Colony. Baron Hickey wrote a letter to City Founder Robert B. Taylor and emphasized the City should be named Corona because the circular Grand Boulevard is the city's crown. Corona is the Spanish word for crown.
- e. Drawing inspiration from classic, historical typefaces, reminiscent of Corona's history.

On September 20, 2023, Staff presented updated draft options of the City Seal and Council provided their collective desired art direction.

FINANCIAL IMPACT:

There is no fiscal impact to the City as a result of this Ordinance.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is

File #: 23-0768

no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is merely amending section [1.04.160](#) and [1.04.170](#) of the Corona Municipal Code to adopt a new City Corporate Seal

PREPARED BY: CINDY SOLIS, PUBLIC INFORMATION OFFICER

REVIEWED BY: SHAUGHN HULL, CHIEF COMMUNICATIONS OFFICER

Attachments:

1. Exhibit 1- Ordinance No. 3379
2. Exhibit 2- Ordinance No. 3379 (Redline)

ORDINANCE NO. 3379

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, AMENDING SECTIONS 1.04.160 AND
1.04.170 OF THE CORONA MUNICIPAL CODE TO ADOPT
A NEW CITY CORPORATE SEAL**

WHEREAS, based on historical records, the City of Corona (“City”) was established on May 4, 1886 and incorporated on July 13, 1896; and

WHEREAS, on June 5, 1991, the City Council enacted Ordinance No. 2052, which added Section 1.04.160 to the Corona Municipal Code (“CMC”) and officially adopted the City’s corporate seal; and

WHEREAS, on September 6, 2015, the City Council enacted Ordinance No. 3217 amending CMC Section 1.04.160 and updating the City’s corporate seal to reflect the City’s establishment date of May 4, 1886; and

WHEREAS, the City Council desires to amend CMC Section 1.04.160 to adopt a new City corporate seal.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

SECTION 1. Incorporation of Recitals. The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

SECTION 2. CEQA Findings. This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely updates the City’s corporate seal, and there is no possibility that adopting this

Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 3. Amendment to Section 1.04.160. Section 1.04.160 (City seal – Adoption – Description) of Chapter 1.04 (General Provisions) of Title 1 (General Provisions) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“1.04.160 City seal – Adoption – Description.

Pursuant to the provisions of Section 34501 of the Government Code Annotated, as the same presently provides, the City Council does hereby approve and adopt as and for the corporate seal of the city that certain impression and engraving which is generally described and depicted as follows:

New corporate seal (effective November 17, 2023): a die of one and one-half inches in diameter and circular in shape. Around the upper outer edge shall be engraved the words “CITY OF CORONA,” and around the lower outer edge shall be engraved the words “EST. 1886.” At the top shall appear a clear blue sky with three mountain peaks representing Corona’s Cleveland National Forest. At the bottom, five ripe lemons and two blossoms shall be depicted, representing Corona’s history as the “Lemon Capital of the World.” In the center of the seal shall appear line art depicting Grand Boulevard, a unique feature of the city with a one-mile circular street diameter and from which the City’s name “Corona” and nickname “The Circle City” derived. The seal may be depicted in black & white or any colors chosen by the City.



(B) Prior corporate seal (effective November 1, 2015 to November 17, 2023): a die of one and one-half inches in diameter and circular in shape. Around the outer edge shall be engraved the words, "To Cherish Our Past - To Plan Our Future," and in the center shall appear the inscription: "CORONA, The Circle City, Established May 4, 1886," which inscription shall run through the center of the seal. In the upper left hand corner shall

be depicted a ripe orange on a branch which is indicative of the past citrus industry in the City of Corona. The leaves of such orange shall extend past the edge of the circumference on the upper left corner. In the upper right corner of said seal shall be depicted a crown; which is derived from the Spanish word "Corona."



(C) Prior corporate seal (effective prior to November 1, 2015): a die of one and one-half inches in diameter and circular in shape. Around the outer edge shall be engraved the words, "To Cherish Our Past - To Plan Our Future," and in the center shall appear the inscription: "CORONA, The Circle City, Incorporated July 13, 1896," which inscription shall run through the center of the seal. In the upper left hand corner shall be depicted a ripe orange on a branch which is indicative of the past citrus industry in the City of Corona. The leaves of such orange shall extend past the edge of the circumference on the upper left corner. In the upper right corner of said seal shall be depicted a crown; which is derived from the Spanish word "Corona." This prior corporate seal shall still be protected and enforced, as provided for in this chapter and applicable law, and may be maintained by the city wherever already in use (e.g. on uniforms, vehicles, buildings and other things, as well as in publications or for other uses of any kind). City staff is authorized to replace the prior corporate seal with the new corporate seal provided for in subsection (A) above when deemed necessary by the city manager."



SECTION 4. Amendment to Section 1.04.170. Section 1.04.170 (City seal – Unlawful uses) of Chapter 1.04 (General Provisions) of Title 1 (General Provisions) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“1.04.170 City seal – Unlawful uses.

It shall be unlawful for any person to make or use the seal of the city, either in its current or prior forms as described in Section 1.04.160 above, or any cut, facsimile or reproduction of the seal, or to make or use any seal or any design which is an imitation of the seal, or of the design thereof, of which may be mistaken for the seal of the city, or the design thereof, for any purpose other than for city purposes without the express consent of the City Council.”

SECTION 5. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 6. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 7. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of October 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 4th day of October 2023, and thereafter at a regular meeting held on the 18th day of October 2023, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 18th day of October 2023.

City Clerk of the City of Corona, California

(SEAL)

ORDINANCE NO. 3379

**AN ORDINANCE OF THE CITY OF CORONA,
CALIFORNIA, AMENDING SECTIONS 1.04.160 AND
1.04.170 OF THE CORONA MUNICIPAL CODE TO ADOPT
A NEW CITY CORPORATE SEAL**

WHEREAS, based on historical records, the City of Corona (“City”) was established on May 4, 1886 and incorporated on July 13, 1896; and

WHEREAS, on June 5, 1991, the City Council enacted Ordinance No. 2052, which added Section 1.04.160 to the Corona Municipal Code (“CMC”) and officially adopted the City’s corporate seal; and

WHEREAS, on September 6, 2015, the City Council enacted Ordinance No. 3217 amending CMC Section 1.04.160 and updating the City’s corporate seal to reflect the City’s establishment date of May 4, 1886; and

WHEREAS, the City Council desires to amend CMC Section 1.04.160 to adopt a new City corporate seal.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

SECTION 1. **Incorporation of Recitals.** The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

SECTION 2. **CEQA Findings.** This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely updates the City’s corporate seal, and there is no possibility that adopting this

Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 3. Amendment to Section 1.04.160. Section 1.04.160 (City seal – Adoption – Description) of Chapter 1.04 (General Provisions) of Title 1 (General Provisions) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“1.04.160 City seal – Adoption – Description.

Pursuant to the provisions of Section 34501 of the Government Code Annotated, as the same presently provides, the City Council does hereby approve and adopt as and for the corporate seal of the city that certain impression and engraving which is generally described and depicted as follows:

New corporate seal (effective November 17, 2023): a die of one and one-half inches in diameter and circular in shape. Around the upper outer edge shall be engraved the words “CITY OF CORONA,” and around the lower outer edge shall be engraved the words “EST. 1886.” At the top shall appear a clear blue sky with three mountain peaks representing Corona’s Cleveland National Forest. At the bottom, five ripe lemons and two blossoms shall be depicted, representing Corona’s history as the “Lemon Capital of the World.” In the center of the seal shall appear line art depicting Grand Boulevard, a unique feature of the city with a one-mile circular street diameter and from which the City’s name “Corona” and nickname “The Circle City” derived. The seal may be depicted in black & white or any colors chosen by the City.



(B) ~~Prior~~ corporate seal (effective November 1, 2015 to November 17, 2023): a die of one and one-half inches in diameter and circular in shape. Around the outer edge shall be engraved the words, "To Cherish Our Past - To Plan Our Future," and in the center shall appear the inscription: "CORONA, The Circle City, Established May 4, 1886," which inscription shall run through the center of the seal. In the upper left hand corner shall

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be depicted a ripe orange on a branch which is indicative of the past citrus industry in the City of Corona. The leaves of such orange shall extend past the edge of the circumference on the upper left corner. In the upper right corner of said seal shall be depicted a crown; which is derived from the Spanish word "Corona."



(C) Prior corporate seal (effective prior to November 1, 2015): a die of one and one-half inches in diameter and circular in shape. Around the outer edge shall be engraved the words, "To Cherish Our Past - To Plan Our Future," and in the center shall appear the inscription: "CORONA, The Circle City, Incorporated July 13, 1896," which inscription shall run through the center of the seal. In the upper left hand corner shall be depicted a ripe orange on a branch which is indicative of the past citrus industry in the City of Corona. The leaves of such orange shall extend past the edge of the circumference on the upper left corner. In the upper right corner of said seal shall be depicted a crown; which is derived from the Spanish word "Corona." This prior corporate seal shall still be protected and enforced, as provided for in this chapter and applicable law, and may be maintained by the city wherever already in use (e.g. on uniforms, vehicles, buildings and other things, as well as in publications or for other uses of any kind). City staff is authorized to replace the prior corporate seal with the new corporate seal provided for in subsection (A) above when deemed necessary by the city manager."

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SECTION 4. Amendment to Section 1.04.170. Section 1.04.170 (City seal – Unlawful uses) of Chapter 1.04 (General Provisions) of Title 1 (General Provisions) of the Corona Municipal Code is hereby amended in its entirety to read as follows:

“1.04.170 City seal – Unlawful uses.

It shall be unlawful for any person to make or use the seal of the city, either in its current or prior forms as described in Section 1.04.160 above, or any cut, facsimile or reproduction of the seal, or to make or use any seal or any design which is an imitation of the seal, or of the design thereof, of which may be mistaken for the seal of the city, or the design thereof, for any purpose other than for city purposes without the express consent of the City Council.”

SECTION 5. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 6. Conflicting Ordinances. This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

SECTION 7. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of October 2023.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 4th day of October 2023, and thereafter at a regular meeting held on the 18th day of October 2023, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 18th day of October 2023.

City Clerk of the City of Corona, California

(SEAL)



M E M O R A N D U M

October 4, 2023

TO: City Clerk

**FROM: Kim Sitton
Finance Director**

SUBJECT: Monthly Fiscal Report, July 2023

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements, and fund balances for the month of July 2023, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:
Lillian Davis
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Financial Analyst

DS
EN
DocuSigned by:
Christine Thompson
C477407B2FB3430...
Accounting Manager

Respectfully submitted:

DocuSigned by:
Kim Sitton
AE6AA49B0BD44E7...
Finance Director

DocuSigned by:
Brett Channing
B677651CB3E54C9...
Assistant City Manager

DocuSigned by:
Chad Willardson
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City Treasurer

CITY OF CORONA



Receipts and Disbursements*

July 31, 2023

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 5,071,103.84	\$ 46,442,467.41	\$ 47,715,877.62	\$ 3,797,693.63
Deposits in Transit	533,988.59	1,870,840.33	533,988.59	1,870,840.33
Outstanding Checks	(3,139,900.41)	3,139,900.41	2,551,026.63	(2,551,026.63)
Fiscal Agents	13,094,669.00	183,086.69	0.00	13,277,755.69
Investments				
Chandler Investment- City Account	466,964,652.42	108,959,696.42	107,972,609.04	467,951,739.80
Chandler Investment -Pension Trust Fund	32,721,061.35	45,032.58		32,766,093.93
LAIF	46,959,460.43	20,017,419.25	17,200,000.00	49,776,879.68
Investments Subtotal	546,645,174.20	129,022,148.25	125,172,609.04	550,494,713.41
Change Fund	10,248.00	0.00	0.00	10,248.00
Returned Checks	12,865.17	33,232.86	34,749.52	11,348.51
Credit Card Reconciling Items- Fees	(2,033.39)	2,033.39	2,220.87	(2,220.87)
TOTAL	\$ 562,226,115.00	\$ 180,693,709.34	\$ 176,010,472.27	\$ 566,909,352.07

* For informational purpose only



CITY OF CORONA
Cash and Investment Status Report
July 31, 2023

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 49,776,879.68				\$ 49,776,879.68
Chandler Investment- City Account	\$ 467,951,739.80				\$ 467,951,739.80
Chandler Investment -Pension Trust Fund	\$ 32,766,093.93				\$ 32,766,093.93
Investment Total	550,494,713.41				550,494,713.41
General Account - Bank of America	3,416,062.44	1,670,802.19	(2,469,357.30)	9,127.64	2,626,634.97
Worker's Comp Account - Bank of America	381,631.19	200,038.14	(81,669.33)		500,000.00
Fiscal Agent Accounts	13,277,755.69				13,277,755.69
Cashiers Change	10,248.00				10,248.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 567,580,410.73	\$ 1,870,840.33	\$ (2,551,026.63)	\$ 9,127.64	\$ 566,909,352.07

Subject to final audit



CITY OF CORONA
Cash Balance By Fund
July 31, 2023

General Fund		\$ 168,103,204.58
Special Revenue Funds		
Gas Tax	9,528,570.70	
Measure A	18,184,597.03	
Trip Reduction	1,780,389.30	
Asset Forfeiture	355,960.26	
Development	30,336,755.15	
Residential Refuse/Recycling	(286,424.03)	
Landscape and Streetlight Maintenance	26,134,404.30	
Other Grants and Endowments	29,158,801.15	115,193,053.86
Debt Service Funds		
Public Financing Authority	19.73	19.73
Capital Project Funds		
Housing/Community Development	239,610.70	
Planned Local Drainage	546,451.18	
Other Grants	22,385,531.74	
Public Facility Project	(3,875,769.60)	
Corona Housing Authority	28,189,316.64	47,485,140.66
Enterprise Funds		
Water Utility	55,459,547.21	
Water Reclamation Utility	77,538,147.69	
Transit	361,519.14	
Electric Utility	18,999,986.69	
Airport	1,613,707.30	153,972,908.03
Internal Service Funds		
Fleet Operations	6,543,355.00	
Workers' Compensation	24,272,776.98	
Liability Risk	(444,861.74)	
Warehouse Services	848,713.83	
Information Technology	10,614,288.22	41,834,272.29
Fiduciary Funds		
AD & CFD Bond Funds	30,347,498.94	
AB109 PACT	-	
Successor Agency	9,973,253.98	40,320,752.92
 Total All Funds		 \$ 566,909,352.07

Subject to final audit



CITY OF CORONA
Investment Portfolio Report
July 31, 2023

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	27,747,805.53	27,068,773.08	27,744,478.19	5.04%
Agency	68,245,000.00	63,899,581.30	68,760,266.40	12.49%
CMO	29,002,407.94	27,579,221.05	28,346,566.25	5.15%
Pension Trust	733,173.09	36,456,720.79	32,766,093.93	5.95%
Corporate	94,796,000.00	89,405,859.26	94,342,480.39	17.14%
LAIF	49,776,879.61	49,776,879.61	49,776,879.73	9.04%
Money Market Fund FI	764,928.42	764,928.42	764,928.42	0.14%
Municipal Bonds	3,385,000.00	3,267,323.86	3,462,753.45	0.63%
Supranational	12,690,000.00	11,502,994.51	12,633,094.65	2.29%
US Treasury	234,320,000.00	227,153,376.49	231,897,172.00	42.13%
TOTAL PORTFOLIO	\$ 521,461,194.59	\$ 536,875,658.37	\$ 550,494,713.41	100.00%

Average Daily Balance

Subject to final audit



City of Corona Investment Portfolio Report Month Ending July 31, 2023

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending July 31, 2023 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

SUBMITTED BY:

DocuSigned by:

Chad Willardson

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Chad T. Willardson
City Treasurer

DocuSigned by:

Brett Channing

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Brett Channing
Assistant City Manager

DocuSigned by:

Kim Sitton

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Kim Sitton
Finance Director

REVIEWED BY:

DS

EN

DocuSigned by:

Christine Thompson

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Christine Thompson
Accounting Manager

Investment Summary

	City's Investment	Pension Trust	Total Investment
Beginning balance June 30, 2023	\$ 513,924,113	\$ 32,721,061	\$ 546,645,174
Acquisitions / Additions:			
Agency Notes	54,547,321		54,547,321
US Corporate Notes	-		-
LAIF	19,300,000		19,300,000
Money Market Fund	50,658,179	45,033	50,703,212
	<u>\$ 124,505,500</u>	<u>\$ 45,033</u>	<u>\$ 124,550,533</u>
Dispositions / Withdrawals:			
Agency Notes	51,992,103		51,992,103
US Corporate Notes	1,364,400		1,364,400
LAIF	17,200,000		17,200,000
Money Market Fund	50,076,248	-	50,076,248
	<u>\$ 120,632,751</u>	<u>\$ -</u>	<u>\$ 120,632,751</u>
Gain/(Loss) on Dispositions	\$ (68,243)	\$ -	\$ (68,243)
Ending balance, July 31, 2023	<u>\$ 517,728,619</u>	<u>\$ 32,766,094</u>	<u>\$ 550,494,713</u>

City of Corona Consolidated

Account #10003

Portfolio Summary

As of July 31, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.60
Average Coupon	2.96%
Average Purchase YTM	2.81%
Average Market YTM	4.94%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.83 yrs
Average Life	1.67 yrs

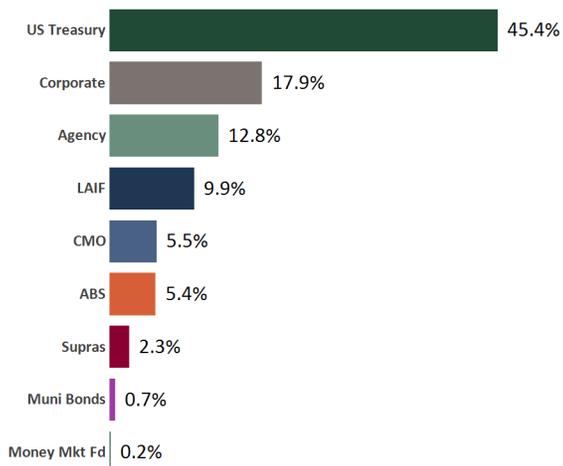
ACCOUNT SUMMARY

	Beg. Values as of 6/30/23	End Values as of 7/31/23
Market Value	495,996,061	500,418,938
Accrued Interest	2,478,481	2,121,640
Total Market Value	498,474,541	502,540,578
Income Earned	1,116,371	1,415,909
Cont/WD		2,100,000
Par	516,323,591	520,728,022
Book Value	513,924,113	517,728,619
Cost Value	513,924,113	517,728,619

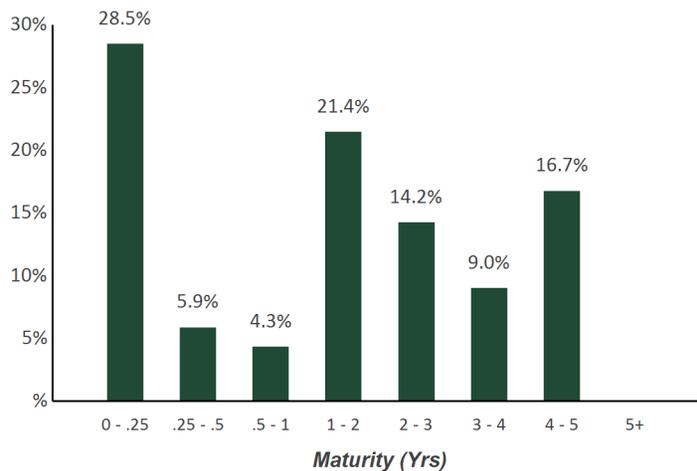
TOP ISSUERS

Government of United States	45.4%
Local Agency Investment Fund	9.9%
Federal Home Loan Mortgage Corp	9.0%
Federal National Mortgage Assoc	5.9%
Federal Home Loan Bank	2.7%
Inter-American Dev Bank	1.2%
Intl Bank Recon and Development	1.1%
Bank of America Corp	1.1%
Total	76.4%

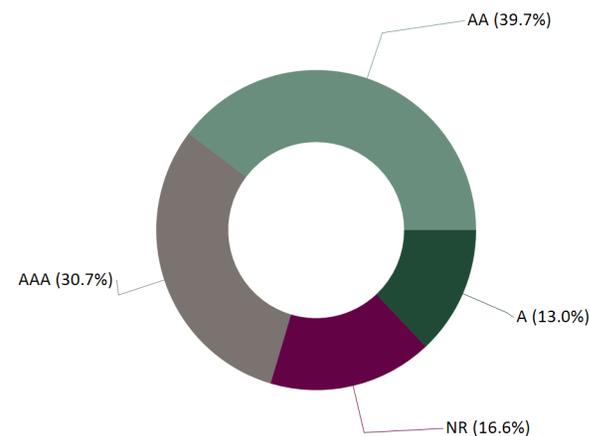
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of July 31, 2023



City of Corona Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Investment Type	Minimum Rating	Max%	Max % Issuer	Max Maturity	Miscellaneous	Comment
U.S. Treasuries		100%		5 years		Complies
Federal Agencies		100%		5 years	20% max agency callable securities	Complies
Supranational Obligations	"AA" rating or higher by a NRSRO	30%	10%	5 years	Washington D.C. based issuers: IADB, IBRD, and IFC	Complies
Municipal Securities (CA, Local Agency)	"A" rating or higher by a NRSRO	25%	5%	5 years		Complies
Municipal Securities (CA, Other States)	"A" rating or higher by a NRSRO	25%	5%	5 years		Complies
Corporate Medium Term Notes	"A" rating category or higher by a NRSRO	30%	5%	5 years	U.S. domiciled corporations or U.S. licensed depository	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations (Non-Agency)	"AA" rating category or better by a NRSRO	20%	5%	5 years	Non-Government issued	Complies
Agency Mortgage Securities		100%		5 years		Complies
Negotiable Certificates of Deposit (NCD)	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating;	20%	5%	3 years	May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	Complies
FDIC Insured Time Deposits (Non-negotiable CD)			5%			Complies
Collateralized Time Deposits (Non-negotiable CD)			5%			Complies
Banker's Acceptances		20%	25%	180 days		Complies
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt	40% if AUM >\$100 million (sunsetting 1/1/26)	5%	270 days	10% max of the outstanding commercial paper of any single issuer; U.S. domiciled corporations with assets > \$500 million	Complies
Money Market Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	20%		Have an SEC registered investment adviser with > 5 years experience and AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds	Complies

Mutual Funds	"AAA" or Highest rating by two NRSROs	10%			Have an SEC registered investment adviser with > 5 years experience and AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds	<i>Complies</i>
Local Agency Investment Fund (LAIF)					Limit set by LAIF	<i>Complies</i>
Local Government Investment Pool						<i>Complies</i>
Repurchase Agreements		10%	5%	14 days	102% Collateralized	<i>Complies</i>
Max Per Issuer					5% max per issuer, unless otherwise specified in the policy, other than U.S. Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF	<i>Complies</i>
Maximum Maturity				5 years		<i>Complies</i>

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	347,635.86	06/08/2021 0.34%	347,583.72 347,583.72	99.70 4.84%	346,595.73 50.99	0.07% (987.99)	Aaa / AAA NR	0.88 0.07
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	54,035.67	05/18/2020 0.83%	54,031.42 54,031.42	99.66 5.55%	53,851.78 19.69	0.01% (179.64)	Aaa / AAA NR	0.96 0.07
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	311,404.42	09/22/2020 0.38%	311,358.67 311,358.67	98.79 5.87%	307,644.84 41.61	0.06% (3,713.83)	NR / AAA AAA	1.22 0.22
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	1,139,649.62	08/10/2021 0.39%	1,139,634.12 1,139,634.12	98.86 5.68%	1,126,659.89 135.81	0.22% (12,974.23)	NR / AAA AAA	1.23 0.21
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	51,922.31	07/14/2020 0.52%	51,914.40 51,914.40	99.44 5.09%	51,633.62 11.77	0.01% (280.78)	Aaa / NR AAA	1.30 0.12
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	339,955.78	09/08/2021 0.34%	339,920.70 339,920.70	99.03 5.61%	336,657.19 18.70	0.07% (3,263.51)	Aaa / NR AAA	1.41 0.18
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	206,941.31	10/06/2020 0.36%	206,902.75 206,902.75	99.10 5.75%	205,083.82 32.19	0.04% (1,818.93)	NR / AAA AAA	1.46 0.16
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,193,104.95	01/11/2022 1.16%	1,193,078.58 1,193,078.58	98.57 5.74%	1,176,013.72 615.11	0.23% (17,064.86)	Aaa / AAA NR	1.46 0.31
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	197,389.12	08/04/2020 0.48%	197,347.66 197,347.66	99.47 5.13%	196,349.08 28.35	0.04% (998.58)	Aaa / NR AAA	1.56 0.11
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	98.13 5.93%	2,516,996.03 1,536.15	0.50% (47,600.24)	NR / AAA AAA	1.56 0.47
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	98.41 5.79%	2,071,437.88 1,222.07	0.41% (33,544.02)	Aaa / NR AAA	1.64 0.41
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	721,417.68	01/11/2022 1.11%	721,309.82 721,309.82	98.49 5.71%	710,556.02 132.26	0.14% (10,753.80)	NR / AAA AAA	1.65 0.32
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	277,683.05	02/17/2021 0.27%	277,677.97 277,677.97	97.95 5.74%	271,980.83 20.83	0.05% (5,697.14)	Aaa / NR AAA	1.73 0.37
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	502,579.56	10/20/2020 0.39%	502,463.83 502,463.83	98.35 5.91%	494,304.59 84.88	0.10% (8,159.24)	NR / AAA AAA	1.79 0.30

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	1,017,443.22	02/02/2021 0.27%	1,017,254.39 1,017,254.39	98.04 5.69%	997,455.56 117.57	0.20% (19,798.83)	Aaa / NR AAA	1.79 0.36
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	719,970.15	04/20/2021 0.38%	719,894.42 719,894.42	97.55 5.94%	702,338.81 121.59	0.14% (17,555.61)	NR / AAA AAA	2.13 0.44
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	999,274.89	11/16/2021 0.89%	999,064.24 999,064.24	96.34 5.78%	962,658.46 244.27	0.19% (36,405.78)	Aaa / NR AAA	2.48 0.75
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,066,842.13	07/13/2021 0.52%	1,066,746.97 1,066,746.97	96.03 6.04%	1,024,505.57 246.56	0.20% (42,241.40)	Aaa / NR AAA	2.63 0.72
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	933,091.67	11/09/2021 0.71%	933,071.80 933,071.80	96.19 5.87%	897,526.88 294.44	0.18% (35,544.92)	NR / AAA AAA	2.71 0.74
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	713,825.84	11/09/2021 0.75%	713,666.51 713,666.51	96.37 5.85%	687,898.26 234.77	0.14% (25,768.25)	NR / AAA AAA	2.79 0.71
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.90 5.78%	1,582,358.27 1,378.67	0.32% (67,393.57)	Aaa / AAA NR	2.79 1.06
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.48 5.62%	1,038,200.34 569.78	0.21% (26,744.28)	Aaa / AAA NR	3.07 1.06
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	753,638.30	10/13/2021 0.68%	753,619.08 753,619.08	95.88 5.90%	722,613.27 213.53	0.14% (31,005.81)	Aaa / AAA NR	3.13 0.79
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	96.55 5.82%	975,165.10 1,041.42	0.19% (34,611.49)	Aaa / NR AAA	3.13 0.99
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	96.42 5.58%	1,301,609.26 1,332.00	0.26% (48,338.77)	NR / AAA AAA	3.21 1.08
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	95.78 5.92%	632,146.03 346.50	0.13% (27,796.62)	NR / AAA AAA	3.30 0.91
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.77 5.35%	2,675,613.08 4,165.93	0.53% (88,775.30)	NR / AAA AAA	3.80 1.69

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	99.05 5.09%	1,139,023.25 1,307.17	0.23% (10,926.15)	NR / AAA AAA	3.97 1.02
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	1,880,000.00	02/22/2023 5.07%	1,879,657.46 1,879,657.46	99.14 5.48%	1,863,895.92 4,186.13	0.37% (15,761.54)	Aaa / NR AAA	4.30 2.08
Total ABS		27,747,805.53	1.89%	27,744,478.19	5.68%	27,068,773.08 19,750.74	5.39% (675,705.11)	Aaa / AAA AAA	2.57 0.83
AGENCY									
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.83 5.46%	5,380,754.51 20,644.10	1.07% (359,245.89)	Aaa / AA+ NR	0.87 0.84
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	97.28 5.42%	3,891,116.00 44,083.33	0.78% (315,644.00)	Aaa / AA+ AAA	1.12 1.07
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	95.71 5.34%	3,350,000.50 16,746.52	0.67% (214,274.50)	Aaa / AA+ AAA	1.21 1.16
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	94.36 5.27%	4,057,424.10 4,897.22	0.81% (239,780.90)	Aaa / AA+ AAA	1.39 1.34
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	95.12 5.20%	4,014,215.92 4,571.67	0.80% (268,662.28)	Aaa / AA+ AAA	1.44 1.38
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	94.72 5.13%	6,227,741.38 46,298.96	1.25% (342,195.87)	Aaa / AA+ AAA	1.54 1.47
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	92.70 5.10%	4,885,158.25 9,057.81	0.97% (373,985.55)	Aaa / AA+ AAA	1.73 1.67
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	92.03 5.00%	5,705,860.00 3,788.89	1.14% (490,871.90)	Aaa / AA+ AAA	1.88 1.82
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	91.54 4.93%	5,766,875.10 656.25	1.15% (511,024.50)	Aaa / AA+ AAA	1.98 1.92
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	91.18 4.91%	5,730,851.55 10,213.13	1.14% (529,587.65)	Aaa / AA+ AAA	2.07 2.01
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	90.98 4.85%	5,727,342.08 8,393.34	1.14% (549,003.97)	Aaa / AA+ AAA	2.15 2.08
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	90.76 4.86%	5,717,709.91 7,350.00	1.14% (562,185.09)	Aaa / AA+ AAA	2.27 2.20

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
880591EZ1	Tennessee Valley Authority Note 3.875% Due 3/15/2028	3,500,000.00	05/04/2023 3.56%	3,548,755.00 3,548,755.00	98.42 4.26%	3,444,532.00 45,585.07	0.69% (104,223.00)	Aaa / AA+ AAA	4.63 4.13
Total Agency		68,245,000.00	1.08%	68,760,266.40	5.05%	63,899,581.30 222,286.29	12.76% (4,860,685.10)	Aaa / AA+ AAA	1.85 1.76
CMO									
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	845,407.94	05/16/2019 2.57%	878,365.65 878,365.65	99.46 5.59%	840,817.37 496.96	0.17% (37,548.28)	Aaa / NR AAA	0.24 0.15
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.58 4.93%	1,403,653.50 3,316.25	0.28% (182,772.28)	NR / NR AAA	3.07 2.83
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.80 4.94%	2,843,970.00 7,800.00	0.57% (284,467.50)	NR / AAA AAA	3.16 2.84
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.16 4.84%	2,495,343.35 7,163.83	0.50% 12,935.15	Aaa / NR NR	4.07 3.65
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	4,690,000.00	07/20/2023 4.60%	4,471,072.27 4,471,072.27	94.69 4.80%	4,440,848.44 13,460.30	0.89% (30,223.83)	NR / NR AAA	4.41 3.92
3137F4D41	FHLMC K074 A2 3.6% Due 1/25/2028	3,000,000.00	03/16/2023 4.93%	2,911,054.69 2,911,054.69	95.26 4.78%	2,857,920.00 1,800.00	0.57% (53,134.69)	NR / NR AAA	4.49 3.97
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	6,000,000.00	Various 4.55%	5,707,999.69 5,707,999.69	94.30 4.79%	5,657,772.00 3,350.00	1.13% (50,227.69)	NR / NR AAA	4.49 3.98
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	5,320,000.00	Various 4.60%	5,229,125.01 5,229,125.01	96.19 4.74%	5,117,536.76 3,413.66	1.02% (111,588.25)	NR / NR AAA	4.82 4.22
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,997,000.00	06/22/2023 4.42%	1,951,677.46 1,951,677.46	96.21 4.73%	1,921,359.63 1,282.74	0.38% (30,317.83)	NR / NR AAA	4.91 4.25
Total CMO		29,002,407.94	4.09%	28,346,566.25	4.83%	27,579,221.05 42,083.74	5.50% (767,345.20)	Aaa / AAA AAA	4.19 3.71

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	95.53 5.49%	2,961,547.80 861.11	0.59% (114,644.80)	A2 / A+ NR	0.96 0.93
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	96.09 5.53%	3,459,132.00 20,250.00	0.69% (138,996.00)	A1 / A AA-	1.26 1.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	96.12 5.35%	2,492,425.31 12,853.36	0.50% (132,058.90)	A2 / A A+	1.28 1.22
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	93.88 5.94%	1,854,135.93 3,469.97	0.37% (118,829.82)	Aa3 / AA- AA-	1.35 1.30
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	94.70 5.29%	2,556,978.30 1,957.50	0.51% (139,403.70)	A1 / A+ A+	1.46 1.40
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	94.26 5.62%	3,530,096.92 2,564.28	0.70% (210,858.48)	Aaa / AA+ AAA	1.46 1.40
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.85 5.75%	3,931,648.56 2,360.35	0.78% (204,522.59)	A2 / A+ A+	1.48 1.42
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	96.10 5.30%	2,854,226.43 26,804.25	0.57% (115,001.37)	A1 / A+ NR	1.69 1.60
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.46 5.58%	1,225,031.84 12,739.69	0.25% (44,498.26)	A1 / A AA-	1.71 1.61
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	93.83 5.60%	2,590,629.73 12,769.63	0.52% (272,030.29)	A2 / A- AA-	1.75 1.67
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	97.02 5.16%	1,416,562.08 10,755.33	0.28% (41,583.72)	A2 / A A+	1.79 1.69
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 2.03%	3,299,268.65 3,299,268.65	95.65 5.97%	3,151,746.58 4,525.13	0.63% (147,522.07)	A1 / A- AA-	1.84 1.75
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	96.39 5.50%	906,048.14 4,143.83	0.18% (33,698.06)	A2 / A- A	1.88 1.77
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 2.17%	1,565,968.20 1,565,968.20	95.49 5.99%	1,494,412.24 1,600.73	0.30% (71,555.96)	A1 / A- AA-	1.90 1.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.09 5.62%	2,281,511.60 7,833.33	0.46% (67,689.40)	Aaa / AA+ AAA	1.92 1.81

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	89.36 5.76%	2,680,776.00 3,718.76	0.53% (288,924.00)	Aa1 / AA+ NR	2.36 2.27
66815L2A6	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	89.47 5.44%	1,673,171.28 706.44	0.33% (147,217.62)	Aaa / AA+ AAA	2.46 2.37
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.29%	1,037,330.00 1,037,330.00	94.04 5.75%	940,419.00 5,728.25	0.19% (96,911.00)	A1 / A- AA-	2.73 1.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.99%	1,511,376.00 1,511,376.00	94.09 5.79%	1,505,392.00 9,043.73	0.30% (5,984.00)	A1 / A- A+	2.75 1.66
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	90.30 4.77%	4,392,905.26 10,675.97	0.88% (451,077.94)	A1 / AA AA-	2.78 2.68
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	90.53 4.82%	728,772.14 1,954.36	0.15% (78,832.91)	A2 / A+ A	2.79 2.68
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	89.88 4.94%	2,988,529.95 4,467.97	0.60% (335,007.05)	A1 / A+ A+	2.88 2.77
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.28%	3,007,920.00 3,007,920.00	91.87 5.94%	2,756,004.00 4,616.50	0.55% (251,916.00)	A1 / A- AA-	2.89 1.81
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.50 5.46%	2,010,676.84 1,136.00	0.40% (260,693.08)	Aa3 / AA+ AA+	2.96 2.83
58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	87.61 5.64%	1,502,444.62 8,158.16	0.30% (210,977.58)	Aa3 / AA- AA-	3.13 2.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	89.60 4.66%	703,380.41 3,068.04	0.14% (80,135.94)	Aa2 / AA AA	3.13 3.00
59217GER6	Metlife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	89.13 5.37%	2,214,808.44 2,588.54	0.44% (267,358.66)	Aa3 / AA- AA-	3.45 3.25
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.32 5.46%	1,174,148.30 13,093.89	0.24% (108,717.70)	A2 / A- A	3.59 3.32
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.89 5.30%	1,745,970.80 20,836.67	0.35% (138,962.20)	A1 / A NR	3.61 3.32

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.94%	2,906,255.64 2,906,255.64	94.92 5.59%	2,847,474.00 29,065.16	0.57% (58,781.64)	A1 / A- AA-	3.73 2.53
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.67 4.98%	1,300,148.28 12,105.00	0.26% (42,672.82)	A2 / A+ A+	3.78 3.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	96.59 4.69%	1,318,512.21 10,662.16	0.26% (47,126.19)	A2 / A+ A	3.79 3.46
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.72 4.53%	2,367,995.00 15,208.33	0.47% (73,980.00)	Aa3 / A+ NR	3.80 3.51
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	96.07 5.25%	1,344,991.20 8,467.04	0.27% (50,318.80)	A1 / A NR	3.86 3.48
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	4,500,000.00	Various 4.99%	4,242,810.00 4,242,810.00	94.04 5.16%	4,231,935.00 7,300.00	0.84% (10,875.00)	A3 / A- NR	4.46 4.03
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.76 4.81%	2,444,149.40 3,555.90	0.49% (43,556.10)	A2 / A A+	4.48 3.98
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	102.31 4.67%	1,534,669.50 36,312.50	0.31% 2,449.50	A2 / A+ A	4.55 3.86
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	2,090,000.00	03/06/2023 4.90%	2,087,972.70 2,087,972.70	101.05 4.61%	2,111,963.81 40,188.96	0.43% 23,991.11	Aa3 / A+ NR	4.61 3.95
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	1,650,000.00	05/08/2023 4.01%	1,649,083.50 1,649,083.50	98.25 4.41%	1,621,179.45 14,850.00	0.33% (27,904.05)	Aaa / AA+ NR	4.78 4.26
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,975,000.00	05/08/2023 4.05%	1,975,392.25 1,975,392.25	98.37 4.43%	1,942,716.65 16,441.88	0.39% (32,675.60)	A1 / A+ NR	4.80 4.27
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	2,630,000.00	Various 5.00%	2,616,154.70 2,616,154.70	99.49 4.99%	2,616,592.26 11,752.81	0.52% 437.56	A3 / A NR	4.88 4.21
Total Corporate		94,796,000.00	2.63%	94,342,480.39	5.32%	89,405,859.26 421,191.51	17.87% (4,936,621.13)	A1 / A+ AA-	2.76 2.47

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	49,776,879.61	Various 3.44%	49,776,879.61 49,776,879.61	1.00 3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR / NR NR	0.00 0.00
Total LAIF		49,776,879.61	3.44%	49,776,879.61	3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR / NR NR	0.00 0.00
MONEY MARKET FUND									
60934N807	Federated Investors Govt Oblig Fund Inst.	267,705.27	07/18/2023 4.89%	267,705.27 267,705.27	1.00 4.89%	267,705.27 0.00	0.05% 0.00	Aaa / AAA AAA	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	497,223.15	Various 4.89%	497,223.15 497,223.15	1.00 4.89%	497,223.15 0.00	0.10% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		764,928.42	4.89%	764,928.42	4.89%	764,928.42 0.00	0.15% 0.00	Aaa / AAA AAA	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.52 5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 / AA- AA	1.17 1.12
Total Municipal Bonds		3,385,000.00	1.91%	3,462,753.45	5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 / AA- AA	1.17 1.12
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	90.89 4.84%	5,726,051.11 8,137.51	1.14% (546,309.74)	Aaa / AAA AAA	2.25 2.18
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	90.41 4.67%	5,776,943.40 15,686.56	1.15% (583,790.40)	Aaa / AAA AAA	2.72 2.62
Total Supranational		12,690,000.00	0.78%	12,633,094.65	4.75%	11,502,994.51 23,824.07	2.29% (1,130,100.14)	Aaa / AAA AAA	2.49 2.40
US TREASURY									
912797GG6	US Treasury Bill 5.017% Due 8/15/2023	20,000,000.00	05/16/2023 5.15%	19,749,150.00 19,749,150.00	98.75 5.15%	19,749,150.00 211,828.89	3.97% 0.00	P-1 / A-1+ F-1+	0.04 0.04

City of Corona Consolidated

Holdings Report



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912796CQ0	US Treasury Bill 5.085% Due 9/14/2023	21,500,000.00	06/15/2023 5.22%	21,226,681.25 21,226,681.25	98.73 5.22%	21,226,681.25 139,696.25	4.25% 0.00	P-1 / A-1+ F-1+	0.12 0.12
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	50,750,000.00	Various 5.40%	50,076,248.64 50,076,248.64	98.67 5.40%	50,076,248.64 88,846.33	9.98% 0.00	P-1 / A-1+ F-1+	0.22 0.21
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	30,000,000.00	06/15/2023 5.34%	29,225,923.33 29,225,923.33	97.42 5.34%	29,225,923.33 196,726.67	5.85% 0.00	P-1 / A-1+ F-1+	0.37 0.36
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	98.59 5.43%	4,929,295.00 63,432.32	0.99% (192,501.88)	Aaa / AA+ AAA	0.55 0.52
912828X70	US Treasury Note 2% Due 4/30/2024	3,150,000.00	Various 1.79%	3,177,480.46 3,177,480.46	97.53 5.40%	3,072,235.95 15,921.19	0.61% (105,244.51)	Aaa / AA+ AAA	0.75 0.73
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	96.98 5.42%	4,752,044.50 8,521.74	0.95% (190,209.41)	Aaa / AA+ AAA	0.92 0.89
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.96 5.41%	4,848,240.00 54,782.46	0.98% (291,994.38)	Aaa / AA+ AAA	1.04 1.00
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	96.35 5.31%	3,853,908.00 22,744.57	0.77% (236,560.75)	Aaa / AA+ AAA	1.25 1.20
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.98 5.13%	6,578,635.00 32,955.16	1.32% (529,372.81)	Aaa / AA+ AAA	1.58 1.53
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.81 5.12%	6,636,875.00 46,270.38	1.33% (186,210.94)	Aaa / AA+ AAA	1.62 1.56
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	91.26 4.89%	5,475,468.00 40.76	1.09% (403,594.50)	Aaa / AA+ AAA	2.00 1.95
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	90.79 4.78%	2,905,251.20 2,688.52	0.58% (225,123.80)	Aaa / AA+ AAA	2.17 2.11
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	90.47 4.77%	5,428,128.00 3,790.76	1.08% (494,997.00)	Aaa / AA+ AAA	2.25 2.19
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	90.48 4.73%	3,438,259.00 2,413.93	0.68% (293,608.19)	Aaa / AA+ AAA	2.34 2.27
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	89.36 4.48%	1,403,003.81 4,927.58	0.28% (155,895.80)	Aaa / AA+ AAA	3.09 2.98
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	89.61 4.43%	2,804,774.22 9,204.00	0.56% (278,398.05)	Aaa / AA+ AAA	3.17 3.05

City of Corona Consolidated

Account #10003

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	90.07 4.44%	2,810,315.04 8,870.38	0.56% (290,672.46)	Aaa / AA+ AAA	3.25 3.12
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.97 4.35%	2,255,344.80 10,672.13	0.45% (95,811.45)	Aaa / AA+ AAA	3.84 3.57
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	96.17 4.32%	6,395,172.00 18,793.48	1.28% (295,208.86)	Aaa / AA+ AAA	3.92 3.62
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	94.29 4.32%	1,225,809.00 97.15	0.24% (52,151.94)	Aaa / AA+ AAA	4.00 3.73
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.62 4.31%	3,298,927.95 45,117.19	0.67% (100,589.63)	Aaa / AA+ AAA	4.09 3.73
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.34 4.30%	2,781,626.40 38,815.57	0.56% 11,626.39	Aaa / AA+ AAA	4.17 3.74
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.46 4.27%	4,529,201.40 30,195.35	0.91% (98,884.54)	Aaa / AA+ AAA	4.34 3.92
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	7,000,000.00	Various 3.78%	7,028,945.31 7,028,945.31	98.48 4.26%	6,893,362.00 23,586.95	1.38% (135,583.31)	Aaa / AA+ AAA	4.42 4.00
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	97.00 4.24%	6,789,727.00 665.76	1.35% (38,280.81)	Aaa / AA+ AAA	4.51 4.11
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.10 4.22%	6,937,112.00 117,173.91	1.40% (12,848.94)	Aaa / AA+ AAA	4.59 4.08
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	7,000,000.00	06/14/2023 4.00%	6,884,335.94 6,884,335.94	97.61 4.18%	6,832,658.00 42,984.97	1.37% (51,677.94)	Aaa / AA+ AAA	4.84 4.35
Total US Treasury		234,320,000.00	3.93%	231,897,172.00	5.02%	227,153,376.49 1,241,764.35	45.45% (4,743,795.51)	Aaa / AAA AAA	1.47 1.37
TOTAL PORTFOLIO		520,728,021.50	3.08%	517,728,619.36	4.94%	500,418,937.58 2,121,640.10	100.00% (17,309,681.78)	Aa1 / AA+ AAA	1.83 1.60
TOTAL MARKET VALUE PLUS ACCRUED						502,540,577.68			

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2023	60934N807	47,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	47,000.00	0.00	47,000.00	0.00
Purchase	07/05/2023	60934N807	116,776.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	116,776.83	0.00	116,776.83	0.00
Purchase	07/07/2023	60934N807	34,287.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	34,287.50	0.00	34,287.50	0.00
Purchase	07/11/2023	60934N807	23,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	23,296.88	0.00	23,296.88	0.00
Purchase	07/13/2023	60934N807	19,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	19,575.00	0.00	19,575.00	0.00
Purchase	07/14/2023	60934N807	34,631.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	34,631.25	0.00	34,631.25	0.00
Purchase	07/15/2023	60934N807	91,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	91,812.50	0.00	91,812.50	0.00
Purchase	07/15/2023	90LAIF\$00	717,419.25	Local Agency Investment Fund State Pool	1.000	3.26%	717,419.25	0.00	717,419.25	0.00
Purchase	07/16/2023	60934N807	13,632.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	13,632.00	0.00	13,632.00	0.00
Purchase	07/17/2023	60934N807	7,811.13	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,811.13	0.00	7,811.13	0.00
Purchase	07/17/2023	60934N807	693.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	693.00	0.00	693.00	0.00
Purchase	07/17/2023	60934N807	2,585.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,585.00	0.00	2,585.00	0.00
Purchase	07/17/2023	60934N807	2,497.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,497.50	0.00	2,497.50	0.00
Purchase	07/17/2023	60934N807	7,849.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,849.00	0.00	7,849.00	0.00
Purchase	07/17/2023	60934N807	1,952.67	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	1,952.67	0.00	1,952.67	0.00
Purchase	07/17/2023	60934N807	26,803.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	26,803.70	0.00	26,803.70	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/17/2023	60934N807	33,176.97	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	33,176.97	0.00	33,176.97	0.00
Purchase	07/17/2023	60934N807	72,725.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	72,725.33	0.00	72,725.33	0.00
Purchase	07/17/2023	60934N807	228,731.56	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	228,731.56	0.00	228,731.56	0.00
Purchase	07/17/2023	60934N807	13,059.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	13,059.88	0.00	13,059.88	0.00
Purchase	07/17/2023	60934N807	73,414.98	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	73,414.98	0.00	73,414.98	0.00
Purchase	07/17/2023	60934N807	16,624.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,624.33	0.00	16,624.33	0.00
Purchase	07/17/2023	60934N807	16,450.93	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,450.93	0.00	16,450.93	0.00
Purchase	07/17/2023	60934N807	49,978.86	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	49,978.86	0.00	49,978.86	0.00
Purchase	07/17/2023	60934N807	51,316.27	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	51,316.27	0.00	51,316.27	0.00
Purchase	07/17/2023	60934N807	22,473.37	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	22,473.37	0.00	22,473.37	0.00
Purchase	07/17/2023	60934N807	122,815.02	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	122,815.02	0.00	122,815.02	0.00
Purchase	07/17/2023	60934N807	14,503.43	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	14,503.43	0.00	14,503.43	0.00
Purchase	07/18/2023	60934N807	50,000,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	50,000,000.00	0.00	50,000,000.00	0.00
Purchase	07/18/2023	60934N807	64,312.86	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	64,312.86	0.00	64,312.86	0.00
Purchase	07/20/2023	60934N807	61,743.40	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	61,743.40	0.00	61,743.40	0.00
Purchase	07/20/2023	60934N807	3,332.92	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,332.92	0.00	3,332.92	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/20/2023	60934N807	4,189.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	4,189.50	0.00	4,189.50	0.00
Purchase	07/20/2023	60934N807	3,565.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,565.00	0.00	3,565.00	0.00
Purchase	07/20/2023	60934N807	207,229.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	207,229.25	0.00	207,229.25	0.00
Purchase	07/20/2023	60934N807	114,087.17	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	114,087.17	0.00	114,087.17	0.00
Purchase	07/20/2023	912797FB8	50,000,000.00	US Treasury Bill 5.252% Due 10/19/2023	98.672	5.40%	49,336,205.56	0.00	49,336,205.56	0.00
Purchase	07/20/2023	912797FB8	750,000.00	US Treasury Bill 5.252% Due 10/19/2023	98.672	5.40%	740,043.08	0.00	740,043.08	0.00
Purchase	07/21/2023	60934N807	54,298.75	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	54,298.75	0.00	54,298.75	0.00
Purchase	07/21/2023	60934N807	33,714.49	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	33,714.49	0.00	33,714.49	0.00
Purchase	07/21/2023	60934N807	26,476.78	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	26,476.78	0.00	26,476.78	0.00
Purchase	07/25/2023	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	95.332	4.60%	4,471,072.27	10,768.24	4,481,840.51	0.00
Purchase	07/25/2023	60934N807	2,001,319.72	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,001,319.72	0.00	2,001,319.72	0.00
Purchase	07/25/2023	60934N807	244,889.18	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	244,889.18	0.00	244,889.18	0.00
Purchase	07/25/2023	60934N807	6,413.70	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	6,413.70	0.00	6,413.70	0.00
Purchase	07/25/2023	60934N807	17,068.33	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	17,068.33	0.00	17,068.33	0.00
Purchase	07/25/2023	60934N807	16,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	16,750.00	0.00	16,750.00	0.00
Purchase	07/25/2023	60934N807	7,163.83	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,163.83	0.00	7,163.83	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/25/2023	60934N807	2,848.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	2,848.88	0.00	2,848.88	0.00
Purchase	07/25/2023	60934N807	3,316.25	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	3,316.25	0.00	3,316.25	0.00
Purchase	07/25/2023	60934N807	7,800.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	7,800.00	0.00	7,800.00	0.00
Purchase	07/25/2023	60934N807	9,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	9,000.00	0.00	9,000.00	0.00
Purchase	07/25/2023	60934N807	96,420.03	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	96,420.03	0.00	96,420.03	0.00
Purchase	07/25/2023	60934N807	86,569.46	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	86,569.46	0.00	86,569.46	0.00
Purchase	07/25/2023	60934N807	55,741.32	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	55,741.32	0.00	55,741.32	0.00
Purchase	07/31/2023	60934N807	147,875.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.89%	147,875.00	0.00	147,875.00	0.00
Subtotal			110,580,019.96				109,687,340.87	10,768.24	109,698,109.11	0.00
Security Contribution	07/03/2023	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Contribution	07/10/2023	90LAIF\$00	1,800,000.00	Local Agency Investment Fund State Pool	1.000		1,800,000.00	0.00	1,800,000.00	0.00
Security Contribution	07/16/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/17/2023	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	07/18/2023	90LAIF\$00	2,900,000.00	Local Agency Investment Fund State Pool	1.000		2,900,000.00	0.00	2,900,000.00	0.00
Security Contribution	07/24/2023	90LAIF\$00	1,600,000.00	Local Agency Investment Fund State Pool	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Security Contribution	07/25/2023	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	07/25/2023	90LAIF\$00	4,200,000.00	Local Agency Investment Fund State Pool	1.000		4,200,000.00	0.00	4,200,000.00	0.00
Security Contribution	07/31/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Security Contribution	07/31/2023	90LAIF\$00	700,000.00	Local Agency Investment Fund State Pool	1.000		700,000.00	0.00	700,000.00	0.00
Subtotal			19,300,000.00				19,300,000.00	0.00	19,300,000.00	0.00
Short Sale	07/25/2023	60934N807	-4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000		-4,481,840.51	0.00	-4,481,840.51	0.00
Subtotal			-4,481,840.51				-4,481,840.51	0.00	-4,481,840.51	0.00
TOTAL ACQUISITIONS			125,398,179.45				124,505,500.36	10,768.24	124,516,268.60	0.00
DISPOSITIONS										
Closing Purchase	07/25/2023	60934N807	-4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000		-4,481,840.51	0.00	-4,481,840.51	0.00
Subtotal			-4,481,840.51				-4,481,840.51	0.00	-4,481,840.51	0.00
Sale	07/20/2023	60934N807	50,076,248.64	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	50,076,248.64	0.00	50,076,248.64	0.00
Sale	07/25/2023	60934N807	4,481,840.51	Federated Investors Govt Oblig Fund Inst.	1.000	4.70%	4,481,840.51	0.00	4,481,840.51	0.00
Sale	07/25/2023	912828X70	1,650,000.00	US Treasury Note 2% Due 4/30/2024	97.488	5.39%	1,608,556.64	7,711.96	1,616,268.60	-47,244.15
Sale	07/25/2023	91282CBR1	650,000.00	US Treasury Note 0.25% Due 3/15/2024	96.824	5.35%	629,357.42	582.88	629,940.30	-19,068.36
Subtotal			56,858,089.15				56,796,003.21	8,294.84	56,804,298.05	-66,312.51
Paydown	07/17/2023	02582JJT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	7,811.13	7,811.13	0.00
Paydown	07/17/2023	362554AC1	26,361.70	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		26,361.70	442.00	26,803.70	0.67

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	693.00	693.00	0.00
Paydown	07/17/2023	43813DAC2	33,117.42	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		33,117.42	59.55	33,176.97	2.61
Paydown	07/17/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	2,585.00	2,585.00	0.00
Paydown	07/17/2023	44891RAC4	72,543.21	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		72,543.21	182.12	72,725.33	16.71
Paydown	07/17/2023	44891VAC5	228,573.10	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		228,573.10	158.46	228,731.56	34.29
Paydown	07/17/2023	44891WAC3	11,895.05	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	100.000		11,895.05	1,164.83	13,059.88	0.26
Paydown	07/17/2023	448977AD0	0.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	100.000		0.00	2,497.50	2,497.50	0.00
Paydown	07/17/2023	44933LAC7	73,163.82	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		73,163.82	251.16	73,414.98	7.70
Paydown	07/17/2023	44935FAD6	16,174.16	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		16,174.16	450.17	16,624.33	3.61
Paydown	07/17/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	1,952.67	1,952.67	0.00
Paydown	07/17/2023	47787NAC3	16,421.88	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		16,421.88	29.05	16,450.93	2.50
Paydown	07/17/2023	47789KAC7	14,490.19	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		14,490.19	13.24	14,503.43	-31.23
Paydown	07/17/2023	47789QAC4	49,495.11	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		49,495.11	483.75	49,978.86	4.42
Paydown	07/17/2023	47800CAC0	0.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	100.000		0.00	7,849.00	7,849.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/17/2023	89236XAC0	51,240.97	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		51,240.97	75.30	51,316.27	9.55
Paydown	07/17/2023	89238JAC9	21,908.33	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		21,908.33	565.04	22,473.37	0.47
Paydown	07/17/2023	89240BAC2	122,568.02	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		122,568.02	247.00	122,815.02	22.75
Paydown	07/18/2023	43813KAC6	64,197.05	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		64,197.05	115.81	64,312.86	9.43
Paydown	07/20/2023	36262XAC8	206,791.65	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		206,791.65	437.60	207,229.25	2.81
Paydown	07/20/2023	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	3,332.92	3,332.92	0.00
Paydown	07/20/2023	89238LAC4	0.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	100.000		0.00	4,189.50	4,189.50	0.00
Paydown	07/20/2023	92290BAA9	113,965.22	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		113,965.22	121.95	114,087.17	23.93
Paydown	07/20/2023	92348KAV5	0.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	100.000		0.00	3,565.00	3,565.00	0.00
Paydown	07/21/2023	43813GAC5	33,644.44	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		33,644.44	70.05	33,714.49	0.61
Paydown	07/21/2023	43815GAC3	25,725.11	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		25,725.11	751.67	26,476.78	5.42
Paydown	07/25/2023	05601XAC3	95,671.03	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		95,671.03	749.00	96,420.03	14.30
Paydown	07/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	2,848.88	2,848.88	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	07/25/2023	09690AAC7	86,452.20	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		86,452.20	117.26	86,569.46	8.92
Paydown	07/25/2023	3137B7MZ9	53,100.45	FHLMC K036 A2Due 10/25/2023	100.000		53,100.45	2,640.87	55,741.32	-2,070.09
Paydown	07/25/2023	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	100.000		0.00	3,316.25	3,316.25	0.00
Paydown	07/25/2023	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	100.000		0.00	7,800.00	7,800.00	0.00
Paydown	07/25/2023	3137F4D41	0.00	FHLMC K074 A2 3.6% Due 1/25/2028	100.000		0.00	9,000.00	9,000.00	0.00
Paydown	07/25/2023	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	100.000		0.00	7,163.83	7,163.83	0.00
Paydown	07/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	16,750.00	16,750.00	0.00
Paydown	07/25/2023	3137FG6X8	0.00	FHLMC K077 A2 3.85% Due 5/25/2028	100.000		0.00	17,068.33	17,068.33	0.00
Paydown	07/25/2023	3137FGR31	0.00	FHLMC K078 A2 3.854% Due 6/25/2028	100.000		0.00	6,413.70	6,413.70	0.00
Subtotal			1,417,500.11				1,417,500.11	113,962.59	1,531,462.70	-1,930.36
Maturity	07/18/2023	912797FY8	50,000,000.00	US Treasury Bill 4.999% Due 7/18/2023	100.000		49,701,088.05	298,911.95	50,000,000.00	0.00
Subtotal			50,000,000.00				49,701,088.05	298,911.95	50,000,000.00	0.00
Security Withdrawal	07/05/2023	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Withdrawal	07/06/2023	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	07/06/2023	90LAIF\$00	3,600,000.00	Local Agency Investment Fund State Pool	1.000		3,600,000.00	0.00	3,600,000.00	0.00
Security Withdrawal	07/13/2023	90LAIF\$00	2,400,000.00	Local Agency Investment Fund State Pool	1.000		2,400,000.00	0.00	2,400,000.00	0.00
Security Withdrawal	07/20/2023	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	07/20/2023	90LAIF\$00	2,400,000.00	Local Agency Investment Fund State Pool	1.000		2,400,000.00	0.00	2,400,000.00	0.00
Security Withdrawal	07/26/2023	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	07/26/2023	90LAIF\$00	1,300,000.00	Local Agency Investment Fund State Pool	1.000		1,300,000.00	0.00	1,300,000.00	0.00
Security Withdrawal	07/27/2023	90LAIF\$00	130,000.00	Local Agency Investment Fund State Pool	1.000		130,000.00	0.00	130,000.00	0.00
Security Withdrawal	07/27/2023	90LAIF\$00	470,000.00	Local Agency Investment Fund State Pool	1.000		470,000.00	0.00	470,000.00	0.00
Subtotal			17,200,000.00				17,200,000.00	0.00	17,200,000.00	0.00
TOTAL DISPOSITIONS			120,993,748.75				120,632,750.86	421,169.38	121,053,920.24	-68,242.87
OTHER TRANSACTIONS										
Interest	07/01/2023	66815L2J7	2,350,000.00	Northwestern Mutual Glbl Note 4% Due 7/1/2025	0.000		47,000.00	0.00	47,000.00	0.00
Interest	07/07/2023	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		34,287.50	0.00	34,287.50	0.00
Interest	07/11/2023	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.000		23,296.88	0.00	23,296.88	0.00
Interest	07/13/2023	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.000		19,575.00	0.00	19,575.00	0.00
Interest	07/14/2023	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.000		27,151.25	0.00	27,151.25	0.00
Interest	07/14/2023	66815L2A6	1,870,000.00	Northwestern Mutual Glbl Note 0.8% Due 1/14/2026	0.000		7,480.00	0.00	7,480.00	0.00
Interest	07/15/2023	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.000		82,125.00	0.00	82,125.00	0.00
Interest	07/15/2023	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		9,687.50	0.00	9,687.50	0.00

City of Corona Consolidated

Transaction Ledger



Account #10003

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/16/2023	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.000		13,632.00	0.00	13,632.00	0.00
Interest	07/20/2023	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.000		61,743.40	0.00	61,743.40	0.00
Interest	07/21/2023	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.000		11,812.50	0.00	11,812.50	0.00
Interest	07/21/2023	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.000		42,486.25	0.00	42,486.25	0.00
Interest	07/31/2023	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.000		7,500.00	0.00	7,500.00	0.00
Interest	07/31/2023	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.000		17,875.00	0.00	17,875.00	0.00
Interest	07/31/2023	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.000		122,500.00	0.00	122,500.00	0.00
Subtotal			54,437,000.00				528,152.28	0.00	528,152.28	0.00
Dividend	07/05/2023	60934N807	713,809.21	Federated Investors Govt Oblig Fund Inst.	0.000		116,776.83	0.00	116,776.83	0.00
Dividend	07/15/2023	90LAIF\$00	8,306,226,579.66	Local Agency Investment Fund State Pool	0.000		717,419.25	0.00	717,419.25	0.00
Subtotal			8,306,940,388.87				834,196.08	0.00	834,196.08	0.00
TOTAL OTHER TRANSACTIONS			8,361,377,388.87				1,362,348.36	0.00	1,362,348.36	0.00

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	6,621.81 0.00 10,675.97 4,054.16	0.00 0.00 0.00 4,054.16	4,054.16
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 2,765,000.00	2,764,388.38 0.00 0.00 2,764,388.38	4,165.93 7,811.13 4,165.93 7,811.13	0.00 0.00 0.00 7,811.13	7,811.13
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 05/10/2028	05/08/2023 05/10/2023 1,650,000.00	1,649,083.50 0.00 0.00 1,649,083.50	9,350.00 0.00 14,850.00 5,500.00	0.00 0.00 0.00 5,500.00	5,500.00
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 721,417.68	816,966.55 0.00 95,656.73 721,309.82	149.80 749.00 132.26 731.46	0.00 0.00 0.00 731.46	731.46
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	05/10/2022 05/18/2022 1,065,000.00	1,064,944.62 0.00 0.00 1,064,944.62	569.78 2,848.88 569.78 2,848.88	0.00 0.00 0.00 2,848.88	2,848.88
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 3,000,000.00	2,906,255.64 0.00 0.00 2,906,255.64	20,167.67 0.00 29,065.16 8,897.49	0.00 0.00 0.00 8,897.49	8,897.49
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 3,000,000.00	3,007,920.00 0.00 0.00 3,007,920.00	1,319.00 0.00 4,616.50 3,297.50	0.00 0.00 0.00 3,297.50	3,297.50
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 2,761,000.00	2,862,660.02 0.00 0.00 2,862,660.02	8,513.08 0.00 12,769.63 4,256.55	0.00 0.00 0.00 4,256.55	4,256.55
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 339,955.78	426,363.98 0.00 86,443.28 339,920.70	23.45 117.26 18.70 112.51	0.00 0.00 0.00 112.51	112.51

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	20,310.00 0.00 27,080.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	8,207.57 0.00 12,853.36 4,645.79	0.00 0.00 0.00 4,645.79	4,645.79
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 1,460,000.00	1,458,145.80 0.00 0.00 1,458,145.80	6,618.67 0.00 10,755.33 4,136.66	0.00 0.00 0.00 4,136.66	4,136.66
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 2,500,000.00	2,441,975.00 0.00 0.00 2,441,975.00	8,958.33 0.00 15,208.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
24422EWR6	John Deere Capital Corp Note 4.75% Due 01/20/2028	01/23/2023 01/25/2023 2,450,000.00	2,487,705.50 0.00 0.00 2,487,705.50	55,601.39 61,743.40 3,555.90 9,697.91	0.00 0.00 0.00 9,697.91	9,697.91
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	7,467.02 0.00 20,644.10 13,177.08	0.00 0.00 0.00 13,177.08	13,177.08
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	34,500.00 0.00 44,083.33 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130AQF40	FHLB Note 1% Due 12/20/2024	12/21/2021 12/22/2021 4,300,000.00	4,297,205.00 0.00 0.00 4,297,205.00	1,313.89 0.00 4,897.22 3,583.33	0.00 0.00 0.00 3,583.33	3,583.33
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	6,313.02 0.00 9,057.81 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79

City of Corona Consolidated

Account #10003

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	1,205.55 0.00 3,788.89 2,583.34	0.00 0.00 0.00 2,583.34	2,583.34
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	8,249.06 0.00 10,213.13 1,964.07	0.00 0.00 0.00 1,964.07	1,964.07
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	4,725.00 0.00 7,350.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	12,006.94 0.00 16,746.52 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	33,144.58 34,287.50 4,571.67 5,714.59	0.00 0.00 0.00 5,714.59	5,714.59
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	05/16/2019 05/21/2019 845,407.94	933,536.19 0.00 55,170.54 878,365.65	528.17 2,640.87 496.96 2,609.66	0.00 0.00 0.00 2,609.66	2,609.66
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	11/12/2021 11/17/2021 1,500,000.00	1,586,425.78 0.00 0.00 1,586,425.78	3,316.25 3,316.25 3,316.25 3,316.25	0.00 0.00 0.00 3,316.25	3,316.25
3137BSRE5	FHLMC K059 A2 3.12% Due 09/25/2026	02/18/2022 02/24/2022 3,000,000.00	3,128,437.50 0.00 0.00 3,128,437.50	7,800.00 7,800.00 7,800.00 7,800.00	0.00 0.00 0.00 7,800.00	7,800.00
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	38,080.21 0.00 46,298.96 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	10,500.00 11,812.50 656.25 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	6,426.14 0.00 8,393.34 1,967.20	0.00 0.00 0.00 1,967.20	1,967.20
3137F4D41	FHLMC K074 A2 3.6% Due 01/25/2028	03/16/2023 03/21/2023 3,000,000.00	2,911,054.69 0.00 0.00 2,911,054.69	1,800.00 9,000.00 1,800.00 9,000.00	0.00 0.00 0.00 9,000.00	9,000.00
3137FBBX3	FHLMC K068 A2 3.244% Due 08/25/2027	11/02/2022 11/07/2022 2,650,000.00	2,482,408.20 0.00 0.00 2,482,408.20	7,163.83 7,163.83 7,163.83 7,163.83	0.00 0.00 0.00 7,163.83	7,163.83
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	07/20/2023 07/25/2023 4,690,000.00	0.00 4,471,072.27 0.00 4,471,072.27	0.00 (10,768.24) 13,460.30 2,692.06	0.00 0.00 0.00 2,692.06	2,692.06
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	Various Various 6,000,000.00	5,707,999.69 0.00 0.00 5,707,999.69	3,350.00 16,750.00 3,350.00 16,750.00	0.00 0.00 0.00 16,750.00	16,750.00
3137FG6X8	FHLMC K077 A2 3.85% Due 05/25/2028	Various Various 5,320,000.00	5,229,125.01 0.00 0.00 5,229,125.01	3,413.66 17,068.33 3,413.66 17,068.33	0.00 0.00 0.00 17,068.33	17,068.33
3137FGR31	FHLMC K078 A2 3.854% Due 06/25/2028	06/22/2023 06/27/2023 1,997,000.00	1,951,677.46 0.00 0.00 1,951,677.46	1,282.74 6,413.70 1,282.74 6,413.70	0.00 0.00 0.00 6,413.70	6,413.70
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 753,638.30	779,980.11 0.00 26,361.03 753,619.08	221.00 442.00 213.53 434.53	0.00 0.00 0.00 434.53	434.53

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 1,139,649.62	1,346,422.96 0.00 206,788.84 1,139,634.12	160.45 437.60 135.81 412.96	0.00 0.00 0.00 412.96	412.96
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 2,105,000.00	2,104,981.90 0.00 0.00 2,104,981.90	1,222.07 3,332.92 1,222.07 3,332.92	0.00 0.00 0.00 3,332.92	3,332.92
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 660,000.00	659,942.65 0.00 0.00 659,942.65	346.50 693.00 346.50 693.00	0.00 0.00 0.00 693.00	693.00
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	Various Various 3,000,000.00	2,969,700.00 0.00 0.00 2,969,700.00	1,531.26 0.00 3,718.76 2,187.50	0.00 0.00 0.00 2,187.50	2,187.50
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 54,035.67	87,146.23 0.00 33,114.81 54,031.42	31.76 59.55 19.69 47.48	0.00 0.00 0.00 47.48	47.48
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 277,683.05	311,321.80 0.00 33,643.83 277,677.97	23.35 70.05 20.83 67.53	0.00 0.00 0.00 67.53	67.53
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 311,404.42	375,546.29 0.00 64,187.62 311,358.67	50.18 115.81 41.61 107.24	0.00 0.00 0.00 107.24	107.24
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 1,650,000.00	1,649,751.84 0.00 0.00 1,649,751.84	1,378.67 2,585.00 1,378.67 2,585.00	0.00 0.00 0.00 2,585.00	2,585.00
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 999,274.89	1,024,783.93 0.00 25,719.69 999,064.24	250.56 751.67 244.27 745.38	0.00 0.00 0.00 745.38	745.38

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 502,579.56	574,990.33 0.00 72,526.50 502,463.83	97.13 182.12 84.88 169.87	0.00 0.00 0.00 169.87	169.87
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 347,635.86	576,122.53 0.00 228,538.81 347,583.72	84.51 158.46 50.99 124.94	0.00 0.00 0.00 124.94	124.94
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 01/15/2025	01/11/2022 01/19/2022 1,193,104.95	1,204,973.37 0.00 11,894.79 1,193,078.58	621.24 1,164.83 615.11 1,158.70	0.00 0.00 0.00 1,158.70	1,158.70
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	03/09/2022 03/16/2022 1,350,000.00	1,349,948.03 0.00 0.00 1,349,948.03	1,332.00 2,497.50 1,332.00 2,497.50	0.00 0.00 0.00 2,497.50	2,497.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 719,970.15	793,050.54 0.00 73,156.12 719,894.42	133.95 251.16 121.59 238.80	0.00 0.00 0.00 238.80	238.80
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 713,825.84	729,837.06 0.00 16,170.55 713,666.51	240.09 450.17 234.77 444.85	0.00 0.00 0.00 444.85	444.85
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	11,027.19 0.00 15,686.56 4,659.37	0.00 0.00 0.00 4,659.37	4,659.37
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	5,512.51 0.00 8,137.51 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	3,992.42 0.00 5,728.25 1,735.83	0.00 0.00 0.00 1,735.83	1,735.83

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	3,299,268.65 0.00 0.00 3,299,268.65	2,262.57 0.00 4,525.13 2,262.56	0.00 0.00 0.00 2,262.56	2,262.56
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	1,565,968.20 0.00 0.00 1,565,968.20	336.99 0.00 1,600.73 1,263.74	0.00 0.00 0.00 1,263.74	1,263.74
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 1,010,000.00	1,009,776.59 0.00 0.00 1,009,776.59	1,041.42 1,952.67 1,041.42 1,952.67	0.00 0.00 0.00 1,952.67	1,952.67
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 51,922.31	68,333.78 0.00 16,419.38 51,914.40	15.49 29.05 11.77 25.33	0.00 0.00 0.00 25.33	25.33
47789KAC7	John Deere Owner Trust 2020-A A3 Due 08/15/2024	Various Various 0.00	14,521.42 0.00 14,521.42 0.00	7.08 13.24 0.00 6.16	0.00 0.00 0.00 6.16	6.16
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 1,066,842.13	1,116,237.66 0.00 49,490.69 1,066,746.97	258.00 483.75 246.56 472.31	0.00 0.00 0.00 472.31	472.31
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	02/22/2023 03/02/2023 1,880,000.00	1,879,657.46 0.00 0.00 1,879,657.46	4,186.13 7,849.00 4,186.13 7,849.00	0.00 0.00 0.00 7,849.00	7,849.00
57629WDE7	Mass Mutual Global funding Note 1.2% Due 07/16/2026	08/10/2021 08/12/2021 2,272,000.00	2,271,369.92 0.00 0.00 2,271,369.92	12,496.00 13,632.00 1,136.00 2,272.00	0.00 0.00 0.00 2,272.00	2,272.00
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/06/2023 03/09/2023 2,090,000.00	2,087,972.70 0.00 0.00 2,087,972.70	31,698.33 0.00 40,188.96 8,490.63	0.00 0.00 0.00 8,490.63	8,490.63

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/08/2023 05/17/2023 1,975,000.00	1,975,392.25 0.00 0.00 1,975,392.25	9,776.25 0.00 16,441.88 6,665.63	0.00 0.00 0.00 6,665.63	6,665.63
58989V2D5	Met Tower Global Funding Note 1.25% Due 09/14/2026	09/07/2021 09/14/2021 1,715,000.00	1,713,422.20 0.00 0.00 1,713,422.20	6,371.70 0.00 8,158.16 1,786.46	0.00 0.00 0.00 1,786.46	1,786.46
59217GER6	Metlife Note 1.875% Due 01/11/2027	01/03/2022 01/11/2022 2,485,000.00	2,482,167.10 0.00 0.00 2,482,167.10	22,002.60 23,296.88 2,588.54 3,882.82	0.00 0.00 0.00 3,882.82	3,882.82
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 1,600,000.00	1,511,376.00 0.00 0.00 1,511,376.00	6,126.40 0.00 9,043.73 2,917.33	0.00 0.00 0.00 2,917.33	2,917.33
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 940,000.00	939,746.20 0.00 0.00 939,746.20	1,441.33 0.00 4,143.83 2,702.50	0.00 0.00 0.00 2,702.50	2,702.50
64952WEK5	New York Life Global Note 1.45% Due 01/14/2025	01/11/2022 01/14/2022 3,745,000.00	3,740,955.40 0.00 0.00 3,740,955.40	25,190.33 27,151.25 2,564.28 4,525.20	0.00 0.00 0.00 4,525.20	4,525.20
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 1,345,000.00	1,342,821.10 0.00 0.00 1,342,821.10	7,621.67 0.00 12,105.00 4,483.33	0.00 0.00 0.00 4,483.33	4,483.33
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 01/14/2026	12/06/2021 12/08/2021 1,870,000.00	1,820,388.90 0.00 0.00 1,820,388.90	6,939.78 7,480.00 706.44 1,246.66	0.00 0.00 0.00 1,246.66	1,246.66
66815L2J7	Northwestern Mutual Gbl Note 4% Due 07/01/2025	06/27/2022 07/01/2022 2,350,000.00	2,349,201.00 0.00 0.00 2,349,201.00	47,000.00 47,000.00 7,833.33 7,833.33	0.00 0.00 0.00 7,833.33	7,833.33

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 2,970,000.00	2,969,227.80 0.00 0.00 2,969,227.80	19,750.50 0.00 26,804.25 7,053.75	0.00 0.00 0.00 7,053.75	7,053.75
74153WCQ0	Prcoa Global Funding Note 1.15% Due 12/06/2024	12/01/2021 12/08/2021 1,975,000.00	1,972,965.75 0.00 0.00 1,972,965.75	1,577.26 0.00 3,469.97 1,892.71	0.00 0.00 0.00 1,892.71	1,892.71
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	Various Various 2,630,000.00	2,616,154.70 0.00 0.00 2,616,154.70	1,068.44 0.00 11,752.81 10,684.37	0.00 0.00 0.00 10,684.37	10,684.37
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 01/15/2028	Various Various 4,500,000.00	4,242,810.00 0.00 0.00 4,242,810.00	75,737.50 82,125.00 7,300.00 13,687.50	0.00 0.00 0.00 13,687.50	13,687.50
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	13,500.00 0.00 20,250.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 1,270,000.00	1,269,530.10 0.00 0.00 1,269,530.10	9,167.81 0.00 12,739.69 3,571.88	0.00 0.00 0.00 3,571.88	3,571.88
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 3,100,000.00	3,076,192.60 0.00 0.00 3,076,192.60	8,934.04 9,687.50 861.11 1,614.57	0.00 0.00 0.00 1,614.57	1,614.57
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 1,300,000.00	1,282,866.00 0.00 0.00 1,282,866.00	10,439.72 0.00 13,093.89 2,654.17	0.00 0.00 0.00 2,654.17	2,654.17
880591EZ1	Tennessee Valley Authority Note 3.875% Due 03/15/2028	05/04/2023 05/05/2023 3,500,000.00	3,548,755.00 0.00 0.00 3,548,755.00	34,282.99 0.00 45,585.07 11,302.08	0.00 0.00 0.00 11,302.08	11,302.08

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 03/10/2027	03/09/2022 03/11/2022 1,900,000.00	1,884,933.00 0.00 0.00 1,884,933.00	16,403.33 0.00 20,836.67 4,433.34	0.00 0.00 0.00 4,433.34	4,433.34
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,400,000.00	1,395,310.00 0.00 0.00 1,395,310.00	3,674.38 0.00 8,467.04 4,792.66	0.00 0.00 0.00 4,792.66	4,792.66
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	3,323,537.00 0.00 0.00 3,323,537.00	1,350.78 0.00 4,467.97 3,117.19	0.00 0.00 0.00 3,117.19	3,117.19
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 2,700,000.00	2,696,382.00 0.00 0.00 2,696,382.00	18,270.00 19,575.00 1,957.50 3,262.50	0.00 0.00 0.00 3,262.50	3,262.50
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 206,941.31	258,134.17 0.00 51,231.42 206,902.75	40.16 75.30 32.19 67.33	0.00 0.00 0.00 67.33	67.33
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 933,091.67	954,979.66 0.00 21,907.86 933,071.80	301.36 565.04 294.44 558.12	0.00 0.00 0.00 558.12	558.12
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 02/20/2025	02/23/2022 02/28/2022 2,565,000.00	2,564,596.27 0.00 0.00 2,564,596.27	1,536.15 4,189.50 1,536.15 4,189.50	0.00 0.00 0.00 4,189.50	4,189.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 1,017,443.22	1,139,799.66 0.00 122,545.27 1,017,254.39	131.73 247.00 117.57 232.84	0.00 0.00 0.00 232.84	232.84
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	37,765.56 42,486.25 2,360.35 7,081.04	0.00 0.00 0.00 7,081.04	7,081.04

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	15,163.04 0.00 22,744.57 7,581.53	0.00 0.00 0.00 7,581.53	7,581.53
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	51,657.46 0.00 63,432.32 11,774.86	0.00 0.00 0.00 11,774.86	11,774.86
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	44,613.26 0.00 54,782.46 10,169.20	0.00 0.00 0.00 10,169.20	10,169.20
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 3,150,000.00	4,833,281.25 0.00 1,655,800.79 3,177,480.46	16,173.92 7,711.96 15,921.19 7,459.23	0.00 0.00 0.00 7,459.23	7,459.23
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	266.30 0.00 8,521.74 8,255.44	0.00 0.00 0.00 8,255.44	8,255.44
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	26,321.33 0.00 32,955.16 6,633.83	0.00 0.00 0.00 6,633.83	6,633.83
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	6,256.91 7,500.00 40.76 1,283.85	0.00 0.00 0.00 1,283.85	1,283.85
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	2,010.93 0.00 2,688.52 677.59	0.00 0.00 0.00 677.59	677.59
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	2,527.17 0.00 3,790.76 1,263.59	0.00 0.00 0.00 1,263.59	1,263.59

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	1,206.97 0.00 2,413.93 1,206.96	0.00 0.00 0.00 1,206.96	1,206.96
91282CBR1	US Treasury Note Due 03/15/2024	03/30/2021 03/31/2021 0.00	648,425.78 0.00 648,425.78 0.00	476.90 582.88 0.00 105.98	0.00 0.00 0.00 105.98	105.98
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/23/2021 09/24/2021 1,570,000.00	1,558,899.61 0.00 0.00 1,558,899.61	3,935.67 0.00 4,927.58 991.91	0.00 0.00 0.00 991.91	991.91
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	10/18/2021 10/19/2021 3,130,000.00	3,083,172.27 0.00 0.00 3,083,172.27	6,884.29 0.00 9,204.00 2,319.71	0.00 0.00 0.00 2,319.71	2,319.71
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	11/15/2021 11/17/2021 3,120,000.00	3,100,987.50 0.00 0.00 3,100,987.50	5,913.59 0.00 8,870.38 2,956.79	0.00 0.00 0.00 2,956.79	2,956.79
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 7,000,000.00	6,823,085.94 0.00 0.00 6,823,085.94	35,951.09 0.00 46,270.38 10,319.29	0.00 0.00 0.00 10,319.29	10,319.29
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/09/2022 06/10/2022 2,400,000.00	2,351,156.25 0.00 0.00 2,351,156.25	5,336.07 0.00 10,672.13 5,336.06	0.00 0.00 0.00 5,336.06	5,336.06
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 6,650,000.00	6,690,380.86 0.00 0.00 6,690,380.86	587.30 0.00 18,793.48 18,206.18	0.00 0.00 0.00 18,206.18	18,206.18
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 1,300,000.00	1,277,960.94 0.00 0.00 1,277,960.94	14,912.29 17,875.00 97.15 3,059.86	0.00 0.00 0.00 3,059.86	3,059.86

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 3,450,000.00	3,399,517.58 0.00 0.00 3,399,517.58	36,035.16 0.00 45,117.19 9,082.03	0.00 0.00 0.00 9,082.03	9,082.03
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	Various Various 2,800,000.00	2,770,000.01 0.00 0.00 2,770,000.01	29,032.78 0.00 38,815.57 9,782.79	0.00 0.00 0.00 9,782.79	9,782.79
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	Various Various 4,600,000.00	4,628,085.94 0.00 0.00 4,628,085.94	15,097.68 0.00 30,195.35 15,097.67	0.00 0.00 0.00 15,097.67	15,097.67
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	Various Various 7,000,000.00	7,028,945.31 0.00 0.00 7,028,945.31	737.10 0.00 23,586.95 22,849.85	0.00 0.00 0.00 22,849.85	22,849.85
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/16/2023 02/17/2023 7,000,000.00	6,828,007.81 0.00 0.00 6,828,007.81	102,196.13 122,500.00 665.76 20,969.63	0.00 0.00 0.00 20,969.63	20,969.63
91282CGP0	US Treasury Note 4% Due 02/29/2028	02/23/2023 02/28/2023 7,000,000.00	6,949,960.94 0.00 0.00 6,949,960.94	93,586.96 0.00 117,173.91 23,586.95	0.00 0.00 0.00 23,586.95	23,586.95
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	06/14/2023 06/20/2023 7,000,000.00	6,884,335.94 0.00 0.00 6,884,335.94	21,492.49 0.00 42,984.97 21,492.48	0.00 0.00 0.00 21,492.48	21,492.48
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	807,605.05 0.00 0.00 807,605.05	1,182.90 0.00 1,954.36 771.46	0.00 0.00 0.00 771.46	771.46
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 1,365,000.00	1,365,638.40 0.00 0.00 1,365,638.40	6,453.41 0.00 10,662.16 4,208.75	0.00 0.00 0.00 4,208.75	4,208.75

City of Corona Consolidated

Income Earned



Account #10003

As of July 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 02/15/2028	02/16/2023 02/21/2023 1,500,000.00	1,532,220.00 0.00 0.00 1,532,220.00	29,750.00 0.00 36,312.50 6,562.50	0.00 0.00 0.00 6,562.50	6,562.50
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 197,389.12	311,288.95 0.00 113,941.29 197,347.66	44.71 121.95 28.35 105.59	0.00 0.00 0.00 105.59	105.59
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 07/20/2027	08/02/2022 08/11/2022 1,150,000.00	1,149,949.40 0.00 0.00 1,149,949.40	1,307.17 3,565.00 1,307.17 3,565.00	0.00 0.00 0.00 3,565.00	3,565.00
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 785,000.00	783,516.35 0.00 0.00 783,516.35	2,381.17 0.00 3,068.04 686.87	0.00 0.00 0.00 686.87	686.87
			346,161,392.88	1,389,615.31	0.00	
			4,471,072.27	639,641.47	0.00	
			3,723,657.04	1,360,882.56	0.00	
Total Fixed Income		347,936,213.47	346,908,808.11	610,908.72	610,908.72	610,908.72
CASH & EQUIVALENT						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 764,928.42	900,416.86 49,940,760.20 50,076,248.64 764,928.42	0.00 116,776.83 0.00 116,776.83	0.00 0.00 0.00 116,776.83	116,776.83
912796CQ0	US Treasury Bill 5.085% Due 09/14/2023	06/15/2023 06/16/2023 21,500,000.00	21,226,681.25 0.00 0.00 21,226,681.25	45,553.13 0.00 139,696.25 94,143.12	0.00 0.00 0.00 94,143.12	94,143.12
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	Various 07/20/2023 50,750,000.00	0.00 50,076,248.64 0.00 50,076,248.64	0.00 0.00 88,846.33 88,846.33	0.00 0.00 0.00 88,846.33	88,846.33

City of Corona Consolidated

Account #10003

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	06/15/2023 06/16/2023 30,000,000.00	29,225,923.33 0.00 0.00 29,225,923.33	64,150.00 0.00 196,726.67 132,576.67	0.00 0.00 0.00 132,576.67	132,576.67
912797FY8	US Treasury Bill Due 07/18/2023	Various Various 0.00	49,701,088.05 0.00 49,701,088.05 0.00	180,884.73 298,911.95 0.00 118,027.22	0.00 0.00 0.00 118,027.22	118,027.22
912797GG6	US Treasury Bill 5.017% Due 08/15/2023	05/16/2023 05/17/2023 20,000,000.00	19,749,150.00 0.00 0.00 19,749,150.00	125,425.00 0.00 211,828.89 86,403.89	0.00 0.00 0.00 86,403.89	86,403.89
Total Cash & Equivalent			123,014,928.42	636,774.06	636,774.06	636,774.06
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	01/15/2022 01/15/2022 49,776,879.61	46,959,460.36 20,017,419.25 17,200,000.00 49,776,879.61	672,852.33 717,419.25 123,659.40 168,226.32	0.00 0.00 0.00 168,226.32	168,226.32
Total Local Agency Investment Fund			49,776,879.61	168,226.32	168,226.32	168,226.32
TOTAL PORTFOLIO			520,728,021.50	1,415,909.10	1,415,909.10	1,415,909.10

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	244,304.52	143.61	244,448.13
08/12/2023	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/15/2023	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2023	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
08/15/2023	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2023	Maturity	912797GG6	20,000,000.00	US Treasury Bill 5.017% Due 8/15/2023	19,749,150.00	250,850.00	20,000,000.00
08/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	131,888.16	1,153.33	133,041.49
08/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
08/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,600.84	440.19	40,041.03
08/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
08/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,849.09	552.08	49,401.17
08/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
08/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,718.14	159.15	71,877.29
08/15/2023	Paydown	44891VAC5	347,635.86	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	173,809.96	95.60	173,905.56
08/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,891.78	227.99	72,119.77
08/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,645.25	22.07	8,667.32

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,295.67	462.30	53,757.97
08/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,035.80	220.45	127,256.25
08/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,446.36	7,849.00	40,295.36
08/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,486.08	36.92	4,523.00
08/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00
08/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,877.10	60.36	11,937.46
08/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,598.46	427.06	38,025.52
08/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	693.00	693.00
08/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,815.10	96.02	77,911.12
08/19/2023	Paydown	3137BSRE5	0.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/19/2023	Paydown	3137FBBX3	0.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
08/19/2023	Paydown	3137BSP72	0.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,846.65	370.39	190,217.04
08/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	3,332.92	3,332.92
08/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,352.33	77.31	10,429.64
08/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
08/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,681.03	62.48	34,743.51
08/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,483.06	732.80	53,215.86
08/25/2023	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2023	Interest	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	1,766.74	1,766.74
08/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
08/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	82,483.67	17,068.34	99,552.01
08/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,533.27	9,000.00	59,533.27
08/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
08/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
08/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
08/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	88,802.82	661.30	89,464.12
08/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,958.30	93.49	68,051.79
08/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
08/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
08/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
08/31/2023	Interest	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	53,906.25	53,906.25
08/31/2023	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50

City of Corona Consolidated

Account #10003

Cash Flow Report

As of July 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2023	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2023	Interest	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	0.00	140,000.00	140,000.00
AUG 2023					21,461,553.44	863,054.37	22,324,607.81
09/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	502,592.68	295.44	502,888.12
09/03/2023	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
09/09/2023	Interest	57636QAW4	2,090,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	50,943.75	50,943.75
09/10/2023	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
09/13/2023	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2023	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
09/14/2023	Maturity	912796CQ0	21,500,000.00	US Treasury Bill 5.085% Due 9/14/2023	21,226,681.25	273,318.75	21,500,000.00
09/15/2023	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
09/15/2023	Interest	880591EZ1	3,500,000.00	Tennessee Valley Authority Note 3.875% Due 3/15/2028	0.00	62,161.46	62,161.46
09/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,834.75	56.89	11,891.64
09/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,489.14	33.86	4,523.00
09/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,744.44	136.44	71,880.88
09/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,581.82	7,713.54	40,295.36
09/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	2,585.00	2,585.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,877.99	523.18	49,401.17
09/15/2023	Paydown	44891VAC5	347,635.86	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	173,825.90	47.80	173,873.70
09/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,607.44	415.77	40,023.21
09/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	1,952.67	1,952.67
09/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
09/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,057.42	1,025.84	133,083.26
09/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
09/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,915.15	205.22	72,120.37
09/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,648.64	18.39	8,667.03
09/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,300.56	439.20	53,739.76
09/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,077.09	192.92	127,270.01
09/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,607.22	405.76	38,012.98
09/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,073.04	693.00	30,766.04
09/17/2023	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
09/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,839.10	72.02	77,911.12
09/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
09/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,884.62	308.69	190,193.31

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	259,114.70	3,332.92	262,447.62
09/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,356.38	73.26	10,429.64
09/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
09/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,689.41	54.68	34,744.09
09/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,495.31	694.31	53,189.62
09/23/2023	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2023	Interest	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	289.54	289.54
09/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
09/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
09/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	82,786.11	16,803.70	99,589.81
09/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,192.07	579.90	89,771.97
09/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	0.00	2,848.88	2,848.88
09/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,974.72	74.80	68,049.52
09/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
09/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
09/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
09/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,711.40	8,848.40	59,559.80

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
09/30/2023	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
09/30/2023	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
09/30/2023	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
SEP 2023					23,487,958.35	773,475.07	24,261,433.42
10/01/2023	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/01/2023	Paydown	3137B7MZ9	845,407.94	FHLMC K036 A2 3.527% Due 10/25/2023	98,510.74	57.91	98,568.65
10/07/2023	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
10/14/2023	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25
10/15/2023	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,652.02	14.72	8,666.74
10/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,305.44	416.11	53,721.55
10/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
10/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,492.21	30.79	4,523.00
10/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,226.89	898.19	133,125.08
10/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	0.00	2,497.50	2,497.50
10/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,614.04	391.35	40,005.39

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,465.57	1,952.67	43,418.24
10/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,791.96	53.44	11,845.40
10/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,118.39	165.39	127,283.78
10/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,117.15	2,585.00	81,702.15
10/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,906.91	494.26	49,401.17
10/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,770.75	113.72	71,884.47
10/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,938.52	182.45	72,120.97
10/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,717.85	7,577.51	40,295.36
10/16/2023	Dividend	90LAIF\$00	1,358,821,979.16	Local Agency Investment Fund State Pool	0.00	123,132.31	123,132.31
10/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,204.87	661.42	30,866.29
10/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,616.00	384.45	38,000.45
10/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,863.10	48.02	77,911.12
10/19/2023	Maturity	912797FB8	50,750,000.00	US Treasury Bill 5.252% Due 10/19/2023	50,076,248.64	673,751.36	50,750,000.00
10/20/2023	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,922.60	246.97	190,169.57
10/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	260,250.50	2,922.65	263,173.15
10/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,360.44	69.20	10,429.64

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
10/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	0.00	4,189.50	4,189.50
10/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,697.80	46.87	34,744.67
10/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,507.55	655.82	53,163.37
10/22/2023	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/22/2023	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/23/2023	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
10/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
10/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	112,900.38	2,848.88	115,749.26
10/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
10/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	50,890.15	8,696.27	59,586.42
10/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
10/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
10/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
10/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,583.03	498.14	90,081.17
10/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	67,991.15	56.11	68,047.26
10/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,089.66	16,538.09	99,627.75
10/28/2023	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/28/2023	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
10/31/2023	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
10/31/2023	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2023	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
10/31/2023	Interest	912828X70	3,150,000.00	US Treasury Note 2% Due 4/30/2024	0.00	31,500.00	31,500.00
OCT 2023					51,995,754.31	1,294,297.54	53,290,051.85
11/01/2023	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/01/2023	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
11/07/2023	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
11/08/2023	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/10/2023	Interest	037833ET3	1,650,000.00	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	0.00	33,000.00	33,000.00
11/10/2023	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
11/12/2023	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/13/2023	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
11/15/2023	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50
11/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,797.06	90.99	71,888.05
11/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
11/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,463.94	2,461.05	81,924.99
11/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,655.41	11.04	8,666.45
11/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,310.32	393.01	53,703.33
11/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,159.70	137.85	127,297.55
11/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,495.28	27.72	4,523.00
11/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,620.64	366.92	39,987.56
11/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,518.79	1,872.50	43,391.29
11/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,854.45	7,440.91	40,295.36
11/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,748.72	50.00	11,798.72
11/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,396.58	770.37	133,166.95
11/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,680.76	2,497.50	69,178.26
11/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,961.90	159.67	72,121.57

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,935.85	465.32	49,401.17
11/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,624.78	363.13	37,987.91
11/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,337.26	629.71	30,966.97
11/17/2023	Interest	58933YBH7	1,975,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	39,993.75	39,993.75
11/18/2023	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
11/18/2023	Paydown	43813KAC6	311,404.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,887.10	24.02	77,911.12
11/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
11/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,187.63	4,189.50	323,377.13
11/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,364.50	65.14	10,429.64
11/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,960.58	185.25	190,145.83
11/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	261,391.26	2,510.59	263,901.85
11/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,706.19	39.06	34,745.25
11/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,519.80	617.31	53,137.11
11/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
11/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,069.54	8,543.60	59,613.14
11/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	106,757.51	2,546.87	109,304.38
11/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
11/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	89,975.70	416.02	90,391.72
11/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	68,007.58	37.41	68,044.99
11/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
11/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
11/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,394.33	16,271.51	99,665.84
11/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
11/30/2023	Interest	91282CHE4	7,000,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	126,875.00	126,875.00
11/30/2023	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
11/30/2023	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
11/30/2023	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
NOV 2023					2,203,783.16	700,173.18	2,903,956.34
12/01/2023	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/06/2023	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
12/08/2023	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
12/10/2023	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/14/2023	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/14/2023	Maturity	912797FU6	30,000,000.00	US Treasury Bill 5.132% Due 12/14/2023	29,225,923.33	774,076.67	30,000,000.00
12/15/2023	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
12/15/2023	Interest	74340XCG4	2,630,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	59,476.36	59,476.36
12/15/2023	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	32,991.62	7,303.74	40,295.36
12/15/2023	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,498.35	24.65	4,523.00
12/15/2023	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	79,812.26	2,336.56	82,148.82
12/15/2023	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,705.04	46.58	11,751.62
12/15/2023	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,201.04	110.29	127,311.33
12/15/2023	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
12/15/2023	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,823.38	68.26	71,891.64
12/15/2023	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	71,985.29	136.88	72,122.17
12/15/2023	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,658.80	7.36	8,666.16
12/15/2023	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,315.21	369.91	53,685.12
12/15/2023	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,566.49	642.38	133,208.87
12/15/2023	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,766.33	2,374.14	69,140.47
12/15/2023	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,627.24	342.49	39,969.73

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,572.07	1,792.23	43,364.30
12/15/2023	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,964.80	436.37	49,401.17
12/16/2023	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,633.56	341.81	37,975.37
12/16/2023	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,470.24	597.85	31,068.09
12/17/2023	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2023	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/19/2023	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
12/20/2023	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
12/20/2023	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	0.00	3,565.00	3,565.00
12/20/2023	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	319,597.25	3,668.16	323,265.41
12/20/2023	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	189,998.58	123.51	190,122.09
12/20/2023	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	262,537.02	2,096.72	264,633.74
12/20/2023	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,368.56	61.08	10,429.64
12/21/2023	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,714.57	31.25	34,745.82
12/21/2023	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,532.05	578.80	53,110.85
12/23/2023	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/25/2023	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2023	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	83,700.10	16,003.96	99,704.06
12/25/2023	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100,602.77	2,261.29	102,864.06
12/25/2023	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
12/25/2023	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
12/25/2023	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,370.10	333.54	90,703.64
12/25/2023	Paydown	09690AAC7	339,955.78	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	68,024.01	18.71	68,042.72
12/25/2023	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,249.56	8,390.39	59,639.95
12/25/2023	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
12/25/2023	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
12/25/2023	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
12/31/2023	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
12/31/2023	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
12/31/2023	Interest	91282CGC9	7,000,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	135,625.00	135,625.00
DEC 2023					31,349,209.62	1,488,180.37	32,837,389.99
01/01/2024	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Glbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
01/07/2024	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/11/2024	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/13/2024	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
01/14/2024	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
01/14/2024	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
01/15/2024	Interest	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	82,125.00	82,125.00
01/15/2024	Interest	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	9,687.51	9,687.51
01/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,660.92	43.16	11,704.08
01/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,242.38	82.73	127,325.11
01/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,501.42	21.58	4,523.00
01/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,320.10	346.80	53,666.90
01/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,633.85	318.05	39,951.90
01/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,129.36	7,166.00	40,295.36
01/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
01/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,162.10	2,211.52	82,373.62
01/15/2024	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,849.72	45.51	71,895.23
01/15/2024	Paydown	47787NAC3	51,922.31	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	8,662.19	3.68	8,665.87
01/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	48,993.77	407.40	49,401.17
01/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,736.61	514.24	133,250.85

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,852.02	2,250.62	69,102.64
01/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,008.68	114.09	72,122.77
01/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,625.42	1,711.86	43,337.28
01/16/2024	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
01/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,603.80	565.86	31,169.66
01/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,642.34	320.48	37,962.82
01/20/2024	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	58,187.50	58,187.50
01/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	65,984.99	3,565.00	69,549.99
01/20/2024	Paydown	36262XAC8	1,139,649.62	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	190,036.58	61.76	190,098.34
01/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,007.41	3,146.15	323,153.56
01/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,372.62	57.02	10,429.64
01/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	263,687.81	1,681.04	265,368.85
01/21/2024	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2024	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
01/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,722.96	23.44	34,746.40
01/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,544.32	540.27	53,084.59
01/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,430.21	8,236.64	59,666.85
01/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
01/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
01/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	94,436.14	1,992.18	96,428.32
01/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
01/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	90,766.22	250.70	91,016.92
01/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
01/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,007.00	15,735.42	99,742.42
01/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
01/31/2024	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
01/31/2024	Interest	91282CFB2	1,300,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	17,875.00	17,875.00
01/31/2024	Interest	91282CGH8	7,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	122,500.00	122,500.00
JAN 2024					2,118,620.94	638,724.80	2,757,345.74
02/12/2024	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2024	Interest	91324PEP3	1,500,000.00	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	0.00	39,375.00	39,375.00
02/15/2024	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2024	Maturity	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	68,750.00	5,068,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	132,906.96	385.93	133,292.89
02/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,032.08	91.29	72,123.37
02/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,640.46	293.61	39,934.07
02/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,022.76	378.41	49,401.17
02/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
02/15/2024	Paydown	44891RAC4	502,579.56	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	71,876.07	22.76	71,898.83
02/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	66,937.80	2,126.95	69,064.75
02/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,678.84	1,631.38	43,310.22
02/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,504.50	18.50	4,523.00
02/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,513.48	2,085.93	82,599.41
02/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,324.99	323.70	53,648.69
02/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,283.72	55.17	127,338.89
02/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,267.67	7,027.69	40,295.36
02/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,616.35	39.76	11,656.11
02/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,737.94	533.73	31,271.67
02/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,651.13	299.15	37,950.28
02/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,189.54	3,360.45	69,549.99

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,418.08	2,623.47	323,041.55
02/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	264,843.64	1,263.53	266,107.17
02/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,376.68	52.96	10,429.64
02/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,556.58	501.74	53,058.32
02/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,731.35	15.63	34,746.98
02/25/2024	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
02/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
02/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,315.03	15,465.90	99,780.93
02/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
02/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
02/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,611.50	8,082.35	59,693.85
02/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	88,257.61	1,739.56	89,997.17
02/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
02/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,164.08	167.50	91,331.58
02/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
02/29/2024	Interest	91282CFH9	3,450,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	53,906.25	53,906.25

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/29/2024	Interest	91282CGP0	7,000,000.00	US Treasury Note 4% Due 2/29/2028	0.00	140,000.00	140,000.00
02/29/2024	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
02/29/2024	Interest	91282CCW9	1,570,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	5,887.50	5,887.50
FEB 2024					6,917,458.84	579,067.89	7,496,526.73
03/03/2024	Interest	808513BY0	1,300,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	15,925.00	15,925.00
03/09/2024	Interest	57636QAW4	2,090,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	50,943.75	50,943.75
03/10/2024	Interest	89114TZT2	1,900,000.00	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	0.00	26,600.00	26,600.00
03/13/2024	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2024	Interest	58989V2D5	1,715,000.00	Met Tower Global Funding Note 1.25% Due 9/14/2026	0.00	10,718.75	10,718.75
03/15/2024	Interest	880591EZ1	3,500,000.00	Tennessee Valley Authority Note 3.875% Due 3/15/2028	0.00	67,812.50	67,812.50
03/15/2024	Interest	91282CED9	7,000,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	61,250.00	61,250.00
03/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
03/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,647.07	269.16	39,916.23
03/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,051.77	349.40	49,401.17
03/15/2024	Paydown	89240BAC2	1,017,443.22	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,325.09	27.59	127,352.68
03/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,507.58	15.42	4,523.00
03/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,077.52	257.45	133,334.97

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,023.71	2,003.11	69,026.82
03/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,055.50	68.47	72,123.97
03/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,732.33	1,550.80	43,283.13
03/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,329.88	300.59	53,630.47
03/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,406.56	6,888.80	40,295.36
03/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	80,866.40	1,959.79	82,826.19
03/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,571.33	36.37	11,607.70
03/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,659.91	277.82	37,937.73
03/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	30,872.68	501.45	31,374.13
03/17/2024	Interest	931142ER0	785,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	4,121.25	4,121.25
03/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	320,829.29	2,100.12	322,929.41
03/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,394.73	3,155.26	69,549.99
03/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	266,004.54	844.19	266,848.73
03/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,380.75	48.89	10,429.64
03/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,568.84	463.20	53,032.04
03/21/2024	Paydown	43813GAC5	277,683.05	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	34,739.74	7.82	34,747.56
03/23/2024	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
03/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
03/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,624.19	15,195.38	99,819.57
03/25/2024	Paydown	05601XAC3	721,417.68	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	91,563.68	83.93	91,647.61
03/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	82,067.15	1,503.47	83,570.62
03/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
03/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
03/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,793.44	7,927.51	59,720.95
03/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
03/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
03/31/2024	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
03/31/2024	Interest	91282CCZ2	3,130,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,693.75	13,693.75
03/31/2024	Interest	91282CFM8	2,800,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	57,750.00	57,750.00
MAR 2024					1,843,093.68	490,669.33	2,333,763.01
04/01/2024	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/07/2024	Interest	69371RR73	2,970,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	42,322.50	42,322.50
04/14/2024	Interest	78016EZ59	1,270,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	21,431.25	21,431.25

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
04/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,220.86	1,833.10	83,053.96
04/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,080.79	320.38	49,401.17
04/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,109.72	1,879.12	68,988.84
04/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,785.88	1,470.12	43,256.00
04/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,546.04	6,749.32	40,295.36
04/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,525.85	33.00	11,558.85
04/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,510.66	12.34	4,523.00
04/15/2024	Paydown	44891WAC3	1,193,104.95	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	133,248.31	128.81	133,377.12
04/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,078.91	45.66	72,124.57
04/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,653.68	244.71	39,898.39
04/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,334.77	277.48	53,612.25
04/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,668.69	256.48	37,925.17
04/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,008.00	469.04	31,477.04
04/20/2024	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,384.81	44.83	10,429.64

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/20/2024	Paydown	36265MAC9	2,105,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	267,170.53	423.02	267,593.55
04/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	321,241.02	1,576.10	322,817.12
04/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,600.55	2,949.44	69,549.99
04/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,581.10	424.65	53,005.75
04/22/2024	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2024	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/23/2024	Interest	06051GHT9	3,000,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	53,385.01	53,385.01
04/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
04/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
04/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	84,934.48	14,923.88	99,858.36
04/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	75,864.74	1,283.94	77,148.68
04/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
04/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
04/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
04/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
04/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	51,976.01	7,772.13	59,748.14
04/28/2024	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/28/2024	Interest	6174468Q5	1,600,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	17,504.00	17,504.00
04/30/2024	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
04/30/2024	Interest	91282CDG3	3,120,000.00	US Treasury Note 1.125% Due 10/31/2026	0.00	17,550.00	17,550.00
04/30/2024	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2024	Maturity	912828X70	3,150,000.00	US Treasury Note 2% Due 4/30/2024	3,150,000.00	31,500.00	3,181,500.00
APR 2024					4,736,525.40	481,673.02	5,218,198.42
05/01/2024	Interest	06367WB85	2,761,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	25,539.25	25,539.25
05/01/2024	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/07/2024	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2024	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/10/2024	Interest	037833ET3	1,650,000.00	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	0.00	33,000.00	33,000.00
05/10/2024	Interest	665859AW4	1,345,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	26,900.00	26,900.00
05/12/2024	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/13/2024	Interest	14913R2V8	1,460,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	24,820.00	24,820.00
05/15/2024	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2024	Interest	91324PEG3	1,365,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	25,252.50	25,252.50

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,195.85	1,754.96	68,950.81
05/15/2024	Paydown	44933LAC7	719,970.15	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	72,102.34	22.83	72,125.17
05/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,839.51	1,389.33	43,228.84
05/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,686.09	6,609.27	40,295.36
05/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
05/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,576.88	1,705.86	83,282.74
05/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,109.83	291.34	49,401.17
05/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,660.28	220.26	39,880.54
05/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,479.91	29.64	11,509.55
05/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,513.74	9.26	4,523.00
05/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,339.65	254.37	53,594.02
05/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,143.92	436.48	31,580.40
05/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,677.49	235.13	37,912.62
05/17/2024	Interest	58933YBH7	1,975,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	39,993.75	39,993.75
05/18/2024	Interest	22160KAM7	2,500,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	37,500.00	37,500.00
05/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	321,653.27	1,051.41	322,704.68

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,388.88	40.76	10,429.64
05/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	66,807.02	2,742.97	69,549.99
05/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,593.37	386.09	52,979.46
05/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
05/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
05/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
05/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,159.23	7,616.20	59,775.43
05/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
05/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
05/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,245.89	14,651.39	99,897.28
05/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	69,650.37	1,081.00	70,731.37
05/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
05/31/2024	Interest	91282CFZ9	4,600,000.00	US Treasury Note 3.875% Due 11/30/2027	0.00	89,125.00	89,125.00
05/31/2024	Interest	91282CHE4	7,000,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	126,875.00	126,875.00
05/31/2024	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
05/31/2024	Interest	91282CET4	2,400,000.00	US Treasury Note 2.625% Due 5/31/2027	0.00	31,500.00	31,500.00
MAY 2024					1,181,823.52	683,952.76	1,865,776.28

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2024	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/06/2024	Interest	74153WCQ0	1,975,000.00	Pricoa Global Funding Note 1.15% Due 12/6/2024	0.00	11,356.25	11,356.25
06/08/2024	Interest	89115A2C5	1,400,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	28,756.00	28,756.00
06/10/2024	Interest	40139LBC6	3,000,000.00	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	0.00	13,125.00	13,125.00
06/14/2024	Maturity	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	79,062.51	5,579,062.51
06/15/2024	Interest	63743HFE7	940,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	16,215.00	16,215.00
06/15/2024	Interest	74340XCG4	2,630,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	64,106.25	64,106.25
06/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,138.89	262.28	49,401.17
06/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,666.90	195.80	39,862.70
06/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
06/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,282.09	1,630.65	68,912.74
06/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,893.21	1,308.44	43,201.65
06/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,826.73	6,468.63	40,295.36
06/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,433.51	26.29	11,459.80
06/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,516.82	6.18	4,523.00
06/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	81,934.46	1,578.05	83,512.51
06/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,344.54	231.26	53,575.80

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,686.28	213.78	37,900.06
06/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,280.43	403.78	31,684.21
06/17/2024	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2024	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
06/19/2024	Interest	06051GJD2	3,000,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	19,785.00	19,785.00
06/20/2024	Interest	3130AQF40	4,300,000.00	FHLB Note 1% Due 12/20/2024	0.00	21,500.00	21,500.00
06/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,392.95	36.69	10,429.64
06/20/2024	Paydown	89238LAC4	2,565,000.00	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	322,066.06	526.04	322,592.10
06/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	67,014.12	2,535.87	69,549.99
06/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,605.65	347.52	52,953.17
06/23/2024	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	63,424.00	894.69	64,318.69
06/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
06/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
06/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
06/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
06/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,343.08	7,459.73	59,802.81
06/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
06/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,558.47	14,377.89	99,936.36
06/30/2024	Interest	91282CEW7	6,650,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	108,062.50	108,062.50
06/30/2024	Interest	91282CGC9	7,000,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	135,625.00	135,625.00
06/30/2024	Maturity	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	4,900,000.00	49,000.00	4,949,000.00
JUN 2024					11,505,408.19	703,173.25	12,208,581.44
07/01/2024	Interest	66815L2J7	2,350,000.00	Northwestern Mutual Gbl Note 4% Due 7/1/2025	0.00	47,000.00	47,000.00
07/07/2024	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/11/2024	Interest	59217GER6	2,485,000.00	Metlife Note 1.875% Due 1/11/2027	0.00	23,296.88	23,296.88
07/13/2024	Interest	89236TJT3	2,700,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	19,575.00	19,575.00
07/14/2024	Interest	64952WEK5	3,745,000.00	New York Life Global Note 1.45% Due 1/14/2025	0.00	27,151.25	27,151.25
07/14/2024	Interest	66815L2A6	1,870,000.00	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	0.00	7,480.00	7,480.00
07/15/2024	Interest	756109AU8	4,500,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	0.00	82,125.00	82,125.00
07/15/2024	Maturity	79466LAG9	3,100,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	9,687.51	3,109,687.51
07/15/2024	Paydown	89236XAC0	206,941.31	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	11,386.65	22.95	11,409.60
07/15/2024	Paydown	43815BAC4	1,650,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	82,293.60	1,449.69	83,743.29

City of Corona Consolidated

Cash Flow Report



Account #10003

As of July 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Paydown	43813DAC2	54,035.67	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	4,519.91	3.09	4,523.00
07/15/2024	Paydown	448977AD0	1,350,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	67,368.43	1,506.18	68,874.61
07/15/2024	Paydown	47787JAC2	1,010,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	41,946.97	1,227.45	43,174.42
07/15/2024	Paydown	47789QAC4	1,066,842.13	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	53,349.43	208.14	53,557.57
07/15/2024	Paydown	02582JIT8	2,765,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	7,811.13	7,811.13
07/15/2024	Paydown	44935FAD6	713,825.84	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	39,673.51	171.34	39,844.85
07/15/2024	Paydown	89238JAC9	933,091.67	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	49,167.96	233.21	49,401.17
07/15/2024	Paydown	47800CAC0	1,880,000.00	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	33,967.96	6,327.40	40,295.36
07/16/2024	Interest	57629WDE7	2,272,000.00	Mass Mutual Global funding Note 1.2% Due 7/16/2026	0.00	13,632.00	13,632.00
07/16/2024	Paydown	380146AC4	660,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	31,417.55	370.93	31,788.48
07/16/2024	Paydown	362554AC1	753,638.30	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	37,695.07	192.42	37,887.49
07/20/2024	Interest	24422EWR6	2,450,000.00	John Deere Capital Corp Note 4.75% Due 1/20/2028	0.00	58,187.50	58,187.50
07/20/2024	Paydown	92348KAV5	1,150,000.00	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	67,221.86	2,328.13	69,549.99
07/20/2024	Paydown	92290BAA9	197,389.12	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	10,397.02	32.62	10,429.64
07/21/2024	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2024	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2024	Paydown	43815GAC3	999,274.89	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	52,617.92	308.94	52,926.86

City of Corona Consolidated

Account #10003

Cash Flow Report

As of July 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2024	Paydown	3137F4D41	3,000,000.00	FHLMC K074 A2 3.6% Due 1/25/2028	52,527.59	7,302.70	59,830.29
07/25/2024	Paydown	3137FEBQ2	4,690,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	13,460.30	13,460.30
07/25/2024	Paydown	3137FETN0	6,000,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	16,750.00	16,750.00
07/25/2024	Paydown	05602RAD3	1,065,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	57,185.62	725.03	57,910.65
07/25/2024	Paydown	3137BSP72	1,500,000.00	FHLMC K058 A2 2.653% Due 8/25/2026	0.00	3,316.25	3,316.25
07/25/2024	Paydown	3137FGR31	1,997,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	6,413.70	6,413.70
07/25/2024	Paydown	3137BSRE5	3,000,000.00	FHLMC K059 A2 3.12% Due 9/25/2026	0.00	7,800.00	7,800.00
07/25/2024	Paydown	3137FG6X8	5,320,000.00	FHLMC K077 A2 3.85% Due 5/25/2028	85,872.18	14,103.39	99,975.57
07/25/2024	Paydown	3137FBBX3	2,650,000.00	FHLMC K068 A2 3.244% Due 8/25/2027	0.00	7,163.83	7,163.83
JUL 2024					3,878,609.23	475,950.21	4,354,559.44
TOTAL					162,679,798.68	9,172,391.79	171,852,190.47

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	49,776,879.61	Various 3.44%	49,776,879.61 49,776,879.61	1.00 3.44%	49,776,879.61 123,659.40	9.93% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	267,705.27	07/18/2023 4.89%	267,705.27 267,705.27	1.00 4.89%	267,705.27 0.00	0.05% 0.00	Aaa AAA	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	497,223.15	Various 4.89%	497,223.15 497,223.15	1.00 4.89%	497,223.15 0.00	0.10% 0.00	Aaa AAA	0.00 0.00
912797GG6	US Treasury Bill 5.017% Due 8/15/2023	20,000,000.00	05/16/2023 5.15%	19,749,150.00 19,749,150.00	98.75 5.15%	19,749,150.00 211,828.89	3.97% 0.00	P-1 A-1+	0.04 0.04
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	845,407.94	05/16/2019 2.57%	878,365.65 878,365.65	99.46 5.59%	840,817.37 496.96	0.17% (37,548.28)	Aaa NR	0.07 0.15
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	347,635.86	06/08/2021 0.34%	347,583.72 347,583.72	99.70 4.84%	346,595.73 50.99	0.07% (987.99)	Aaa AAA	0.08 0.07
912796CQ0	US Treasury Bill 5.085% Due 9/14/2023	21,500,000.00	06/15/2023 5.22%	21,226,681.25 21,226,681.25	98.73 5.22%	21,226,681.25 139,696.25	4.25% 0.00	P-1 A-1+	0.12 0.12
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	311,404.42	09/22/2020 0.38%	311,358.67 311,358.67	98.79 5.87%	307,644.84 41.61	0.06% (3,713.83)	NR AAA	0.18 0.22
912797FB8	US Treasury Bill 5.252% Due 10/19/2023	50,750,000.00	Various 5.40%	50,076,248.64 50,076,248.64	98.67 5.40%	50,076,248.64 88,846.33	9.98% 0.00	P-1 A-1+	0.22 0.21
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	339,955.78	09/08/2021 0.34%	339,920.70 339,920.70	99.03 5.61%	336,657.19 18.70	0.07% (3,263.51)	Aaa NR	0.24 0.18
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	51,922.31	07/14/2020 0.52%	51,914.40 51,914.40	99.44 5.09%	51,633.62 11.77	0.01% (280.78)	Aaa NR	0.25 0.12
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	1,139,649.62	08/10/2021 0.39%	1,139,634.12 1,139,634.12	98.86 5.68%	1,126,659.89 135.81	0.22% (12,974.23)	NR AAA	0.27 0.21
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	502,579.56	10/20/2020 0.39%	502,463.83 502,463.83	98.35 5.91%	494,304.59 84.88	0.10% (8,159.24)	NR AAA	0.29 0.30
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	1,017,443.22	02/02/2021 0.27%	1,017,254.39 1,017,254.39	98.04 5.69%	997,455.56 117.57	0.20% (19,798.83)	Aaa NR	0.33 0.36
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	277,683.05	02/17/2021 0.27%	277,677.97 277,677.97	97.95 5.74%	271,980.83 20.83	0.05% (5,697.14)	Aaa NR	0.35 0.37

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	721,417.68	01/11/2022 1.11%	721,309.82 721,309.82	98.49 5.71%	710,556.02 132.26	0.14% (10,753.80)	NR AAA	0.36 0.32
912797FU6	US Treasury Bill 5.132% Due 12/14/2023	30,000,000.00	06/15/2023 5.34%	29,225,923.33 29,225,923.33	97.42 5.34%	29,225,923.33 196,726.67	5.85% 0.00	P-1 A-1+	0.37 0.36
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	1,193,104.95	01/11/2022 1.16%	1,193,078.58 1,193,078.58	98.57 5.74%	1,176,013.72 615.11	0.23% (17,064.86)	Aaa AAA	0.38 0.31
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	719,970.15	04/20/2021 0.38%	719,894.42 719,894.42	97.55 5.94%	702,338.81 121.59	0.14% (17,555.61)	NR AAA	0.42 0.44
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	2,105,000.00	02/15/2022 1.91%	2,104,981.90 2,104,981.90	98.41 5.79%	2,071,437.88 1,222.07	0.41% (33,544.02)	Aaa NR	0.44 0.41
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	54,035.67	05/18/2020 0.83%	54,031.42 54,031.42	99.66 5.55%	53,851.78 19.69	0.01% (179.64)	Aaa AAA	0.50 0.07
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	98.59 5.43%	4,929,295.00 63,432.32	0.99% (192,501.88)	Aaa AA+	0.55 0.52
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	2,565,000.00	02/23/2022 1.98%	2,564,596.27 2,564,596.27	98.13 5.93%	2,516,996.03 1,536.15	0.50% (47,600.24)	NR AAA	0.60 0.47
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	1,065,000.00	05/10/2022 3.23%	1,064,944.62 1,064,944.62	97.48 5.62%	1,038,200.34 569.78	0.21% (26,744.28)	Aaa AAA	0.70 1.06
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	206,941.31	10/06/2020 0.36%	206,902.75 206,902.75	99.10 5.75%	205,083.82 32.19	0.04% (1,818.93)	NR AAA	0.74 0.16
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	713,825.84	11/09/2021 0.75%	713,666.51 713,666.51	96.37 5.85%	687,898.26 234.77	0.14% (25,768.25)	NR AAA	0.75 0.71
912828X70	US Treasury Note 2% Due 4/30/2024	3,150,000.00	Various 1.79%	3,177,480.46 3,177,480.46	97.53 5.40%	3,072,235.95 15,921.19	0.61% (105,244.51)	Aaa AA+	0.75 0.73
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	933,091.67	11/09/2021 0.71%	933,071.80 933,071.80	96.19 5.87%	897,526.88 294.44	0.18% (35,544.92)	NR AAA	0.79 0.74
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	197,389.12	08/04/2020 0.48%	197,347.66 197,347.66	99.47 5.13%	196,349.08 28.35	0.04% (998.58)	Aaa NR	0.81 0.11
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	999,274.89	11/16/2021 0.89%	999,064.24 999,064.24	96.34 5.78%	962,658.46 244.27	0.19% (36,405.78)	Aaa NR	0.81 0.75

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	1,066,842.13	07/13/2021 0.52%	1,066,746.97 1,066,746.97	96.03 6.04%	1,024,505.57 246.56	0.20% (42,241.40)	Aaa NR	0.83 0.72
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	753,638.30	10/13/2021 0.68%	753,619.08 753,619.08	95.88 5.90%	722,613.27 213.53	0.14% (31,005.81)	Aaa AAA	0.84 0.79
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	97.83 5.46%	5,380,754.51 20,644.10	1.07% (359,245.89)	Aaa AA+	0.87 0.84
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	96.98 5.42%	4,752,044.50 8,521.74	0.95% (190,209.41)	Aaa AA+	0.92 0.89
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	3,100,000.00	Various 0.92%	3,076,192.60 3,076,192.60	95.53 5.49%	2,961,547.80 861.11	0.59% (114,644.80)	A2 A+	0.96 0.93
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	660,000.00	01/11/2022 1.27%	659,942.65 659,942.65	95.78 5.92%	632,146.03 346.50	0.13% (27,796.62)	NR AAA	0.98 0.91
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	1,650,000.00	02/15/2022 1.89%	1,649,751.84 1,649,751.84	95.90 5.78%	1,582,358.27 1,378.67	0.32% (67,393.57)	Aaa AAA	1.01 1.06
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	96.96 5.41%	4,848,240.00 54,782.46	0.98% (291,994.38)	Aaa AA+	1.04 1.00
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due 10/15/2026	1,350,000.00	03/09/2022 2.23%	1,349,948.03 1,349,948.03	96.42 5.58%	1,301,609.26 1,332.00	0.26% (48,338.77)	NR AAA	1.09 1.08
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	97.28 5.42%	3,891,116.00 44,083.33	0.78% (315,644.00)	Aaa AA+	1.12 1.07
92348KAV5	Verizon Master Trust 2022-5 A1A 3.72% Due 7/20/2027	1,150,000.00	08/02/2022 3.75%	1,149,949.40 1,149,949.40	99.05 5.09%	1,139,023.25 1,307.17	0.23% (10,926.15)	NR AAA	1.15 1.02
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	96.52 5.51%	3,267,323.86 27,080.00	0.66% (195,429.59)	Aa2 AA-	1.17 1.12
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,010,000.00	03/10/2022 2.34%	1,009,776.59 1,009,776.59	96.55 5.82%	975,165.10 1,041.42	0.19% (34,611.49)	Aaa NR	1.18 0.99
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	95.71 5.34%	3,350,000.50 16,746.52	0.67% (214,274.50)	Aaa AA+	1.21 1.16
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	96.35 5.31%	3,853,908.00 22,744.57	0.77% (236,560.75)	Aaa AA+	1.25 1.20

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	96.09 5.53%	3,459,132.00 20,250.00	0.69% (138,996.00)	A1 A	1.26 1.20
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	96.12 5.35%	2,492,425.31 12,853.36	0.50% (132,058.90)	A2 A	1.28 1.22
74153WCQ0	Pricoa Global Funding Note 1.15% Due 12/6/2024	1,975,000.00	12/01/2021 1.19%	1,972,965.75 1,972,965.75	93.88 5.94%	1,854,135.93 3,469.97	0.37% (118,829.82)	Aa3 AA-	1.35 1.30
3130AQF40	FHLB Note 1% Due 12/20/2024	4,300,000.00	12/21/2021 1.02%	4,297,205.00 4,297,205.00	94.36 5.27%	4,057,424.10 4,897.22	0.81% (239,780.90)	Aaa AA+	1.39 1.34
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	95.12 5.20%	4,014,215.92 4,571.67	0.80% (268,662.28)	Aaa AA+	1.44 1.38
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	2,700,000.00	01/10/2022 1.50%	2,696,382.00 2,696,382.00	94.70 5.29%	2,556,978.30 1,957.50	0.51% (139,403.70)	A1 A+	1.46 1.40
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	3,745,000.00	01/11/2022 1.49%	3,740,955.40 3,740,955.40	94.26 5.62%	3,530,096.92 2,564.28	0.70% (210,858.48)	Aaa AA+	1.46 1.40
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	94.85 5.75%	3,931,648.56 2,360.35	0.78% (204,522.59)	A2 A+	1.48 1.42
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	94.72 5.13%	6,227,741.38 46,298.96	1.25% (342,195.87)	Aaa AA+	1.54 1.47
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	93.98 5.13%	6,578,635.00 32,955.16	1.32% (529,372.81)	Aaa AA+	1.58 1.53
91282CED9	US Treasury Note 1.75% Due 3/15/2025	7,000,000.00	04/05/2022 2.65%	6,823,085.94 6,823,085.94	94.81 5.12%	6,636,875.00 46,270.38	1.33% (186,210.94)	Aaa AA+	1.62 1.56
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	2,970,000.00	03/31/2022 2.86%	2,969,227.80 2,969,227.80	96.10 5.30%	2,854,226.43 26,804.25	0.57% (115,001.37)	A1 A+	1.69 1.60
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	1,270,000.00	04/07/2022 3.39%	1,269,530.10 1,269,530.10	96.46 5.58%	1,225,031.84 12,739.69	0.25% (44,498.26)	A1 A	1.71 1.61
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	92.70 5.10%	4,885,158.25 9,057.81	0.97% (373,985.55)	Aaa AA+	1.73 1.67
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 2.29%	1,037,330.00 1,037,330.00	94.04 5.75%	940,419.00 5,728.25	0.19% (96,911.00)	A1 A-	1.73 1.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	1,600,000.00	05/18/2022 4.99%	1,511,376.00 1,511,376.00	94.09 5.79%	1,505,392.00 9,043.73	0.30% (5,984.00)	A1 A-	1.75 1.66

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	2,761,000.00	07/23/2021 0.85%	2,862,660.02 2,862,660.02	93.83 5.60%	2,590,629.73 12,769.63	0.52% (272,030.29)	A2 A-	1.75 1.67
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	1,460,000.00	05/10/2022 3.44%	1,458,145.80 1,458,145.80	97.02 5.16%	1,416,562.08 10,755.33	0.28% (41,583.72)	A2 A	1.79 1.69
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	2,765,000.00	05/17/2022 3.42%	2,764,388.38 2,764,388.38	96.77 5.35%	2,675,613.08 4,165.93	0.53% (88,775.30)	NR AAA	1.79 1.69
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 2.03%	3,299,268.65 3,299,268.65	95.65 5.97%	3,151,746.58 4,525.13	0.63% (147,522.07)	A1 A-	1.84 1.75
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	940,000.00	04/27/2022 3.46%	939,746.20 939,746.20	96.39 5.50%	906,048.14 4,143.83	0.18% (33,698.06)	A2 A-	1.88 1.77
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	92.03 5.00%	5,705,860.00 3,788.89	1.14% (490,871.90)	Aaa AA+	1.88 1.82
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	3,000,000.00	Various 2.28%	3,007,920.00 3,007,920.00	91.87 5.94%	2,756,004.00 4,616.50	0.55% (251,916.00)	A1 A-	1.89 1.81
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 2.17%	1,565,968.20 1,565,968.20	95.49 5.99%	1,494,412.24 1,600.73	0.30% (71,555.96)	A1 A-	1.90 1.81
66815L2J7	Northwestern Mutual Gbl Note 4% Due 7/1/2025	2,350,000.00	06/27/2022 4.01%	2,349,201.00 2,349,201.00	97.09 5.62%	2,281,511.60 7,833.33	0.46% (67,689.40)	Aaa AA+	1.92 1.81
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	91.54 4.93%	5,766,875.10 656.25	1.15% (511,024.50)	Aaa AA+	1.98 1.92
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	91.26 4.89%	5,475,468.00 40.76	1.09% (403,594.50)	Aaa AA+	2.00 1.95
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	91.18 4.91%	5,730,851.55 10,213.13	1.14% (529,587.65)	Aaa AA+	2.07 2.01
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	90.98 4.85%	5,727,342.08 8,393.34	1.14% (549,003.97)	Aaa AA+	2.15 2.08
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	90.79 4.78%	2,905,251.20 2,688.52	0.58% (225,123.80)	Aaa AA+	2.17 2.11
47800CAC0	John Deere Owner Trust 2023-A A3 5.01% Due 11/15/2027	1,880,000.00	02/22/2023 5.07%	1,879,657.46 1,879,657.46	99.14 5.48%	1,863,895.92 4,186.13	0.37% (15,761.54)	Aaa NR	2.25 2.08
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	90.89 4.84%	5,726,051.11 8,137.51	1.14% (546,309.74)	Aaa AAA	2.25 2.18

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	90.47 4.77%	5,428,128.00 3,790.76	1.08% (494,997.00)	Aaa AA+	2.25 2.19
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	90.76 4.86%	5,717,709.91 7,350.00	1.14% (562,185.09)	Aaa AA+	2.27 2.20
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	90.48 4.73%	3,438,259.00 2,413.93	0.68% (293,608.19)	Aaa AA+	2.34 2.27
3137F4D41	FHLMC K074 A2 3.6% Due 1/25/2028	3,000,000.00	03/16/2023 4.93%	2,911,054.69 2,911,054.69	95.26 4.78%	2,857,920.00 1,800.00	0.57% (53,134.69)	NR NR	2.35 3.97
40139LBC6	Guardian Life Glob Fun Note 0.875% Due 12/10/2025	3,000,000.00	Various 1.12%	2,969,700.00 2,969,700.00	89.36 5.76%	2,680,776.00 3,718.76	0.53% (288,924.00)	Aa1 AA+	2.36 2.27
66815L2A6	Northwestern Mutual Gbl Note 0.8% Due 1/14/2026	1,870,000.00	12/06/2021 1.47%	1,820,388.90 1,820,388.90	89.47 5.44%	1,673,171.28 706.44	0.33% (147,217.62)	Aaa AA+	2.46 2.37
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	5,320,000.00	Various 4.60%	5,229,125.01 5,229,125.01	96.19 4.74%	5,117,536.76 3,413.66	1.02% (111,588.25)	NR NR	2.54 4.22
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	3,000,000.00	02/18/2022 1.98%	3,128,437.50 3,128,437.50	94.80 4.94%	2,843,970.00 7,800.00	0.57% (284,467.50)	NR AAA	2.65 2.84
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	90.41 4.67%	5,776,943.40 15,686.56	1.15% (583,790.40)	Aaa AAA	2.72 2.62
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	3,000,000.00	Various 4.94%	2,906,255.64 2,906,255.64	94.92 5.59%	2,847,474.00 29,065.16	0.57% (58,781.64)	A1 A-	2.73 2.53
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	90.30 4.77%	4,392,905.26 10,675.97	0.88% (451,077.94)	A1 AA	2.78 2.68
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	90.53 4.82%	728,772.14 1,954.36	0.15% (78,832.91)	A2 A+	2.79 2.68
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	89.88 4.94%	2,988,529.95 4,467.97	0.60% (335,007.05)	A1 A+	2.88 2.77
57629WDE7	Mass Mutual Global funding Note 1.2% Due 7/16/2026	2,272,000.00	08/10/2021 1.21%	2,271,369.92 2,271,369.92	88.50 5.46%	2,010,676.84 1,136.00	0.40% (260,693.08)	Aa3 AA+	2.96 2.83
3137BSP72	FHLMC K058 A2 2.653% Due 8/25/2026	1,500,000.00	11/12/2021 1.35%	1,586,425.78 1,586,425.78	93.58 4.93%	1,403,653.50 3,316.25	0.28% (182,772.28)	NR NR	2.99 2.83
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	1,570,000.00	09/23/2021 0.90%	1,558,899.61 1,558,899.61	89.36 4.48%	1,403,003.81 4,927.58	0.28% (155,895.80)	Aaa AA+	3.09 2.98

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

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58989V2D5	Met Tower Global Funding Note 1.25% Due 9/14/2026	1,715,000.00	09/07/2021 1.27%	1,713,422.20 1,713,422.20	87.61 5.64%	1,502,444.62 8,158.16	0.30% (210,977.58)	Aa3 AA-	3.13 2.97
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	785,000.00	09/08/2021 1.09%	783,516.35 783,516.35	89.60 4.66%	703,380.41 3,068.04	0.14% (80,135.94)	Aa2 AA	3.13 3.00
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,130,000.00	10/18/2021 1.19%	3,083,172.27 3,083,172.27	89.61 4.43%	2,804,774.22 9,204.00	0.56% (278,398.05)	Aaa AA+	3.17 3.05
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	3,120,000.00	11/15/2021 1.25%	3,100,987.50 3,100,987.50	90.07 4.44%	2,810,315.04 8,870.38	0.56% (290,672.46)	Aaa AA+	3.25 3.12
59217GER6	MetLife Note 1.875% Due 1/11/2027	2,485,000.00	01/03/2022 1.90%	2,482,167.10 2,482,167.10	89.13 5.37%	2,214,808.44 2,588.54	0.44% (267,358.66)	Aa3 AA-	3.45 3.25
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	1,300,000.00	03/09/2022 2.73%	1,282,866.00 1,282,866.00	90.32 5.46%	1,174,148.30 13,093.89	0.24% (108,717.70)	A2 A-	3.59 3.32
89114TZT2	Toronto-Dominion Bank Note 2.8% Due 3/10/2027	1,900,000.00	03/09/2022 2.97%	1,884,933.00 1,884,933.00	91.89 5.30%	1,745,970.80 20,836.67	0.35% (138,962.20)	A1 A	3.61 3.32
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	1,345,000.00	05/05/2022 4.04%	1,342,821.10 1,342,821.10	96.67 4.98%	1,300,148.28 12,105.00	0.26% (42,672.82)	A2 A+	3.78 3.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	1,365,000.00	05/17/2022 3.69%	1,365,638.40 1,365,638.40	96.59 4.69%	1,318,512.21 10,662.16	0.26% (47,126.19)	A2 A+	3.79 3.46
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	2,500,000.00	07/15/2022 3.53%	2,441,975.00 2,441,975.00	94.72 4.53%	2,367,995.00 15,208.33	0.47% (73,980.00)	Aa3 A+	3.80 3.51
3137FBBX3	FHLMC K068 A2 3.244% Due 8/25/2027	2,650,000.00	11/02/2022 4.79%	2,482,408.20 2,482,408.20	94.16 4.84%	2,495,343.35 7,163.83	0.50% 12,935.15	Aaa NR	3.82 3.65
91282CET4	US Treasury Note 2.625% Due 5/31/2027	2,400,000.00	06/09/2022 3.07%	2,351,156.25 2,351,156.25	93.97 4.35%	2,255,344.80 10,672.13	0.45% (95,811.45)	Aaa AA+	3.84 3.57
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,400,000.00	08/26/2022 4.18%	1,395,310.00 1,395,310.00	96.07 5.25%	1,344,991.20 8,467.04	0.27% (50,318.80)	A1 A	3.86 3.48
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	6,650,000.00	Various 3.12%	6,690,380.86 6,690,380.86	96.17 4.32%	6,395,172.00 18,793.48	1.28% (295,208.86)	Aaa AA+	3.92 3.62
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	1,300,000.00	08/22/2022 3.12%	1,277,960.94 1,277,960.94	94.29 4.32%	1,225,809.00 97.15	0.24% (52,151.94)	Aaa AA+	4.00 3.73

City of Corona Consolidated

Holdings by Maturity



Account #10003

As of July 31, 2023

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91282CFH9	US Treasury Note 3.125% Due 8/31/2027	3,450,000.00	Various 3.45%	3,399,517.58 3,399,517.58	95.62 4.31%	3,298,927.95 45,117.19	0.67% (100,589.63)	Aaa AA+	4.09 3.73
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	2,800,000.00	Various 4.37%	2,770,000.01 2,770,000.01	99.34 4.30%	2,781,626.40 38,815.57	0.56% 11,626.39	Aaa AA+	4.17 3.74
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	6,000,000.00	Various 4.55%	5,707,999.69 5,707,999.69	94.30 4.79%	5,657,772.00 3,350.00	1.13% (50,227.69)	NR NR	4.32 3.98
91282CFZ9	US Treasury Note 3.875% Due 11/30/2027	4,600,000.00	Various 3.74%	4,628,085.94 4,628,085.94	98.46 4.27%	4,529,201.40 30,195.35	0.91% (98,884.54)	Aaa AA+	4.34 3.92
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	4,690,000.00	07/20/2023 4.60%	4,471,072.27 4,471,072.27	94.69 4.80%	4,440,848.44 13,460.30	0.89% (30,223.83)	NR NR	4.41 3.92
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	7,000,000.00	Various 3.78%	7,028,945.31 7,028,945.31	98.48 4.26%	6,893,362.00 23,586.95	1.38% (135,583.31)	Aaa AA+	4.42 4.00
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due 1/15/2028	4,500,000.00	Various 4.99%	4,242,810.00 4,242,810.00	94.04 5.16%	4,231,935.00 7,300.00	0.84% (10,875.00)	A3 A-	4.46 4.03
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.25% Due 2/15/2028	1,500,000.00	02/16/2023 4.76%	1,532,220.00 1,532,220.00	102.31 4.67%	1,534,669.50 36,312.50	0.31% 2,449.50	A2 A+	4.46 3.86
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	2,450,000.00	01/23/2023 4.40%	2,487,705.50 2,487,705.50	99.76 4.81%	2,444,149.40 3,555.90	0.49% (43,556.10)	A2 A	4.48 3.98
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	7,000,000.00	02/16/2023 4.05%	6,828,007.81 6,828,007.81	97.00 4.24%	6,789,727.00 665.76	1.35% (38,280.81)	Aaa AA+	4.51 4.11
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	2,090,000.00	03/06/2023 4.90%	2,087,972.70 2,087,972.70	101.05 4.61%	2,111,963.81 40,188.96	0.43% 23,991.11	Aa3 A+	4.53 3.95
91282CGP0	US Treasury Note 4% Due 2/29/2028	7,000,000.00	02/23/2023 4.16%	6,949,960.94 6,949,960.94	99.10 4.22%	6,937,112.00 117,173.91	1.40% (12,848.94)	Aaa AA+	4.59 4.08
880591EZ1	Tennessee Valley Authority Note 3.875% Due 3/15/2028	3,500,000.00	05/04/2023 3.56%	3,548,755.00 3,548,755.00	98.42 4.26%	3,444,532.00 45,585.07	0.69% (104,223.00)	Aaa AA+	4.63 4.13
037833ET3	Apple Inc Callable Note Cont 4/10/2028 4% Due 5/10/2028	1,650,000.00	05/08/2023 4.01%	1,649,083.50 1,649,083.50	98.25 4.41%	1,621,179.45 14,850.00	0.33% (27,904.05)	Aaa AA+	4.78 4.26
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	2,630,000.00	Various 5.00%	2,616,154.70 2,616,154.70	99.49 4.99%	2,616,592.26 11,752.81	0.52% 437.56	A3 A	4.79 4.21

City of Corona Consolidated

Account #10003

Holdings by Maturity

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,975,000.00	05/08/2023 4.05%	1,975,392.25 1,975,392.25	98.37 4.43%	1,942,716.65 16,441.88	0.39% (32,675.60)	A1 A+	4.80 4.27
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	7,000,000.00	06/14/2023 4.00%	6,884,335.94 6,884,335.94	97.61 4.18%	6,832,658.00 42,984.97	1.37% (51,677.94)	Aaa AA+	4.84 4.35
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,997,000.00	06/22/2023 4.42%	1,951,677.46 1,951,677.46	96.21 4.73%	1,921,359.63 1,282.74	0.38% (30,317.83)	NR NR	4.91 4.25
TOTAL PORTFOLIO		520,728,021.50	3.08%	517,728,619.36	4.94%	500,418,937.58	100.00% (17,309,681.78)	Aa1 AA+	1.68 1.60
TOTAL MARKET VALUE PLUS ACCRUED						502,540,577.68			

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$234,320,000.00	\$231,897,172.00	\$227,153,376.49	\$228,395,140.84	45.45%
Local Agency Investment Fund	\$49,776,879.61	\$49,776,879.61	\$49,776,879.61	\$49,900,539.01	9.93%
Federal Home Loan Mortgage Corp	\$48,172,407.94	\$47,470,749.15	\$45,301,179.61	\$45,398,611.90	9.03%
Federal National Mortgage Association	\$31,775,000.00	\$31,843,363.10	\$29,403,796.13	\$29,455,524.15	5.86%
Federal Home Loan Bank	\$13,800,000.00	\$14,243,965.40	\$13,329,294.61	\$13,398,919.26	2.67%
Inter-American Dev Bank	\$6,390,000.00	\$6,360,733.80	\$5,776,943.40	\$5,792,629.96	1.15%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$5,726,051.11	\$5,734,188.62	1.14%
Bank of America Corp	\$6,000,000.00	\$5,914,175.64	\$5,603,478.00	\$5,637,159.66	1.12%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,586,577.82	\$5,598,431.93	1.11%
Toyota Motor Corp	\$6,025,000.00	\$6,019,919.00	\$5,545,508.25	\$5,551,933.72	1.10%
Royal Bank of Canada	\$4,870,000.00	\$4,867,658.10	\$4,684,163.84	\$4,717,153.53	0.94%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,392,905.26	\$4,403,581.23	0.88%
Realty Income Corp	\$4,500,000.00	\$4,242,810.00	\$4,231,935.00	\$4,239,235.00	0.84%
Northwestern Mutual Gbl	\$4,220,000.00	\$4,169,589.90	\$3,954,682.88	\$3,963,222.65	0.79%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$3,931,648.56	\$3,934,008.91	0.78%
Caterpillar Inc	\$4,053,000.00	\$4,082,630.01	\$3,908,987.39	\$3,932,596.08	0.78%
John Deere ABS	\$4,008,764.44	\$4,008,095.42	\$3,915,200.21	\$3,920,686.09	0.78%
Metlife Inc	\$4,200,000.00	\$4,195,589.30	\$3,717,253.06	\$3,727,999.76	0.74%
United Health Group Inc	\$3,670,000.00	\$3,705,463.45	\$3,581,953.85	\$3,630,882.87	0.72%
New York Life Global Funding	\$3,745,000.00	\$3,740,955.40	\$3,530,096.92	\$3,532,661.20	0.70%
Tennessee Valley Authority	\$3,500,000.00	\$3,548,755.00	\$3,444,532.00	\$3,490,117.07	0.69%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,267,323.86	\$3,294,403.86	0.66%
GM Financial Automobile Leasing Trust	\$3,244,649.62	\$3,244,616.02	\$3,198,097.77	\$3,199,455.65	0.64%
Hyundai Auto Receivables	\$3,286,375.55	\$3,285,972.79	\$3,186,150.92	\$3,187,924.16	0.63%
Honda ABS	\$3,292,398.03	\$3,291,884.14	\$3,178,494.18	\$3,180,199.25	0.63%
Toronto Dominion Holdings	\$3,300,000.00	\$3,280,243.00	\$3,090,962.00	\$3,120,265.71	0.62%
Salesforce.com Inc	\$3,100,000.00	\$3,076,192.60	\$2,961,547.80	\$2,962,408.91	0.59%
Paccar Financial	\$2,970,000.00	\$2,969,227.80	\$2,854,226.43	\$2,881,030.68	0.57%
Guardian Life Global Funding	\$3,000,000.00	\$2,969,700.00	\$2,680,776.00	\$2,684,494.76	0.53%
American Express ABS	\$2,765,000.00	\$2,764,388.38	\$2,675,613.08	\$2,679,779.01	0.53%

City of Corona Consolidated

Account #10003

Issuer Report

As of July 31, 2023



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Prologis Trust	\$2,630,000.00	\$2,616,154.70	\$2,616,592.26	\$2,628,345.07	0.52%
Bank of Montreal Chicago	\$2,761,000.00	\$2,862,660.02	\$2,590,629.73	\$2,603,399.36	0.52%
Toyota Lease Owner Trust	\$2,565,000.00	\$2,564,596.27	\$2,516,996.03	\$2,518,532.18	0.50%
Deere & Company	\$2,450,000.00	\$2,487,705.50	\$2,444,149.40	\$2,447,705.30	0.49%
Costco Wholesale Corporation	\$2,500,000.00	\$2,441,975.00	\$2,367,995.00	\$2,383,203.33	0.47%
MasterCard Inc	\$2,090,000.00	\$2,087,972.70	\$2,111,963.81	\$2,152,152.77	0.43%
Toyota ABS	\$2,157,476.20	\$2,157,228.94	\$2,100,066.26	\$2,100,510.46	0.42%
Mass Mutual Insurance	\$2,272,000.00	\$2,271,369.92	\$2,010,676.84	\$2,011,812.84	0.40%
Merck & Company	\$1,975,000.00	\$1,975,392.25	\$1,942,716.65	\$1,959,158.53	0.39%
Prudential Financial Inc	\$1,975,000.00	\$1,972,965.75	\$1,854,135.93	\$1,857,605.90	0.37%
Apple Inc	\$1,650,000.00	\$1,649,083.50	\$1,621,179.45	\$1,636,029.45	0.33%
Hyundai Auto Lease Securitization	\$1,540,740.81	\$1,540,662.30	\$1,522,609.45	\$1,523,275.55	0.30%
Morgan Stanley	\$1,600,000.00	\$1,511,376.00	\$1,505,392.00	\$1,514,435.73	0.30%
GM Financial Securitized Term Auto Trust	\$1,413,638.30	\$1,413,561.73	\$1,354,759.30	\$1,355,319.33	0.27%
Northern Trust Corp	\$1,345,000.00	\$1,342,821.10	\$1,300,148.28	\$1,312,253.28	0.26%
Charles Schwab Corp/The	\$1,300,000.00	\$1,282,866.00	\$1,174,148.30	\$1,187,242.19	0.24%
Verizon Master Trust	\$1,150,000.00	\$1,149,949.40	\$1,139,023.25	\$1,140,330.42	0.23%
BMW Vehicle Lease Trust	\$1,061,373.46	\$1,061,230.52	\$1,047,213.21	\$1,047,364.17	0.21%
BMW ABS	\$1,065,000.00	\$1,064,944.62	\$1,038,200.34	\$1,038,770.12	0.21%
National Rural Utilities	\$940,000.00	\$939,746.20	\$906,048.14	\$910,191.97	0.18%
Federated Govt Obligation Money Market Fund	\$764,928.42	\$764,928.42	\$764,928.42	\$764,928.42	0.15%
Wal-Mart Stores	\$785,000.00	\$783,516.35	\$703,380.41	\$706,448.45	0.14%
Verizon Owner Trust	\$197,389.12	\$197,347.66	\$196,349.08	\$196,377.43	0.04%
TOTAL	\$520,728,021.50	\$517,728,619.36	\$500,418,937.58	\$502,540,577.68	100.00%



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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

Portfolio Performance

July 31, 2023

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2006			
8/31/2006	0.744%	0.530%	0.633%
9/30/2006	0.559%	0.506%	0.533%
10/31/2006	0.585%	0.445%	0.517%
10/31/2006	0.585%	0.445%	0.517%
11/30/2006	0.655%	0.488%	0.573%
12/31/2006	-0.102%	0.203%	0.044%
1/31/2007	0.159%	0.350%	0.250%
2/28/2007	1.021%	0.604%	0.798%
3/31/2007	0.334%	0.407%	0.372%
4/30/2007	0.403%	0.415%	0.409%
5/31/2007	-0.330%	0.247%	-0.031%
6/30/2007	0.360%	0.413%	0.390%
7/31/2007	0.984%	0.429%	0.672%
8/31/2007	0.940%	0.464%	0.809%
9/30/2007	0.824%	0.415%	0.728%
10/31/2007	0.451%	0.410%	0.443%
11/30/2007	1.608%	0.401%	1.392%
12/31/2007	0.414%	0.404%	0.413%
1/31/2008	1.952%	0.388%	1.600%
2/29/2008	0.908%	0.329%	0.730%
3/31/2008	0.102%	0.321%	0.164%
4/30/2008	-0.683%	0.278%	-0.482%
5/31/2008	-0.519%	0.263%	-0.340%
6/30/2008	0.310%	0.237%	0.288%
7/31/2008	0.468%	0.237%	0.406%
8/31/2008	0.494%	0.232%	0.431%
9/30/2008	-0.920%	0.227%	-0.704%
10/31/2008	0.620%	0.231%	0.549%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2008	2.483%	0.208%	2.067%
12/31/2008	2.145%	0.206%	1.875%
1/31/2009	-0.248%	0.175%	-0.192%
2/28/2009	0.166%	0.141%	0.160%
3/31/2009	0.639%	0.153%	0.555%
4/30/2009	0.500%	0.132%	0.454%
5/31/2009	0.334%	0.134%	0.307%
6/30/2009	-0.121%	0.114%	-0.067%
7/31/2009	0.518%	0.089%	0.428%
8/31/2009	0.662%	0.074%	0.544%
9/30/2009	0.353%	0.062%	0.301%
10/31/2009	0.444%	0.054%	0.386%
11/30/2009	0.866%	0.050%	0.775%
12/31/2009	-1.061%	0.049%	-0.960%
1/31/2010	0.957%	0.048%	0.855%
2/28/2010	0.398%	0.041%	0.322%
3/31/2010	-0.270%	0.046%	-0.218%
4/30/2010	0.514%	0.048%	0.446%
5/31/2010	0.464%	0.047%	0.419%
6/30/2010	0.895%	0.042%	0.743%
7/31/2010	0.670%	0.049%	0.548%
8/31/2010	0.389%	0.043%	0.329%
9/30/2010	0.322%	0.041%	0.285%
10/31/2010	0.490%	0.041%	0.444%
11/30/2010	-0.447%	0.037%	-0.400%
12/31/2010	-0.424%	0.038%	-0.381%
1/31/2011	0.246%	0.038%	0.227%
2/28/2011	-0.060%	0.034%	-0.044%
3/31/2011	0.030%	0.037%	0.031%
4/30/2011	0.678%	0.050%	0.599%
5/31/2011	0.519%	0.036%	0.459%
6/30/2011	-0.059%	0.032%	-0.040%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2011	0.658%	0.046%	0.536%
8/31/2011	0.423%	0.031%	0.354%
9/30/2011	-0.178%	0.031%	-0.143%
10/31/2011	0.293%	0.035%	0.254%
11/30/2011	-0.053%	0.031%	-0.038%
12/31/2011	0.307%	0.030%	0.264%
1/31/2012	0.542%	0.035%	0.466%
2/29/2012	-0.011%	0.030%	-0.002%
3/31/2012	-0.125%	0.032%	-0.095%
4/30/2012	0.449%	0.029%	0.372%
5/31/2012	0.072%	0.031%	0.064%
6/30/2012	0.107%	0.030%	0.089%
7/31/2012	0.431%	0.029%	0.332%
8/31/2012	0.181%	0.030%	0.151%
9/30/2012	0.046%	0.028%	0.042%
10/31/2012	-0.035%	0.028%	-0.024%
11/30/2012	0.243%	0.026%	0.210%
12/31/2012	-0.043%	0.028%	-0.034%
1/31/2013	-0.100%	0.023%	-0.084%
2/28/2013	0.218%	0.022%	0.185%
3/31/2013	0.056%	0.024%	0.052%
4/30/2013	0.225%	0.020%	0.213%
5/31/2013	-0.474%	0.022%	-0.442%
6/30/2013	-0.505%	0.020%	-0.424%
7/31/2013	0.280%	0.022%	0.240%
8/31/2013	-0.238%	0.023%	-0.200%
9/30/2013	0.493%	0.021%	0.438%
10/31/2013	0.339%	0.021%	0.305%
11/30/2013	0.150%	0.022%	0.137%
12/31/2013	-0.423%	0.025%	-0.379%
1/31/2014	0.483%	0.018%	0.434%
2/28/2014	0.175%	0.018%	0.148%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
3/31/2014	-0.271%	0.020%	-0.228%
4/30/2014	0.274%	0.017%	0.239%
5/31/2014	0.380%	0.020%	0.338%
6/30/2014	-0.058%	0.019%	-0.047%
7/31/2014	-0.200%	0.019%	-0.157%
8/31/2014	0.289%	0.021%	0.242%
9/30/2014	-0.151%	0.020%	-0.124%
10/31/2014	0.392%	0.020%	0.333%
11/30/2014	0.320%	0.021%	0.273%
12/31/2014	-0.210%	0.023%	-0.175%
1/31/2015	0.961%	0.023%	0.800%
2/28/2015	-0.419%	0.020%	-0.297%
3/31/2015	0.404%	0.024%	0.325%
4/30/2015	0.035%	0.021%	0.032%
5/31/2015	0.082%	0.025%	0.071%
6/30/2015	-0.143%	0.024%	-0.105%
7/31/2015	0.166%	0.026%	0.131%
8/31/2015	-0.009%	0.028%	0.000%
9/30/2015	0.490%	0.027%	0.401%
10/31/2015	-0.089%	0.027%	-0.069%
11/30/2015	-0.240%	0.030%	-0.201%
12/31/2015	-0.085%	0.034%	-0.070%
1/31/2016	0.917%	0.034%	0.836%
2/29/2016	0.206%	0.036%	0.180%
3/31/2016	0.383%	0.043%	0.333%
4/30/2016	0.044%	0.041%	0.043%
5/31/2016	-0.121%	0.073%	-0.097%
6/30/2016	0.796%	0.048%	0.683%
7/31/2016	0.045%	0.020%	0.040%
8/31/2016	-0.215%	0.052%	-0.185%
9/30/2016	0.105%	0.053%	0.099%
10/31/2016	-0.128%	0.054%	-0.099%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
11/30/2016	-0.814%	0.055%	-0.696%
12/31/2016	0.063%	0.074%	0.064%
1/31/2017	0.177%	0.065%	0.163%
2/28/2017	0.203%	0.059%	0.175%
3/31/2017	0.092%	0.062%	0.086%
4/30/2017	0.330%	0.071%	0.282%
5/31/2017	0.236%	0.079%	0.205%
6/30/2017	-0.062%	0.081%	-0.036%
7/31/2017	0.305%	0.086%	0.259%
8/31/2017	0.304%	0.092%	0.269%
9/30/2017	-0.233%	0.092%	-0.181%
10/31/2017	-0.032%	0.094%	-0.007%
11/30/2017	-0.269%	0.096%	-0.213%
12/31/2017	0.026%	0.105%	0.036%
1/31/2018	-0.471%	0.123%	-0.382%
2/28/2018	-0.167%	0.108%	-0.108%
3/31/2018	0.219%	0.129%	0.201%
4/30/2018	-0.200%	0.154%	-0.132%
5/31/2018	0.467%	0.151%	0.405%
6/30/2018	-0.007%	0.151%	0.030%
7/31/2018	-0.005%	0.218%	0.043%
8/31/2018	0.458%	0.169%	0.419%
9/30/2018	-0.167%	0.168%	-0.123%
10/31/2018	0.039%	0.232%	0.062%
11/30/2018	0.384%	0.180%	0.357%
12/31/2018	0.968%	0.196%	0.882%
1/31/2019	0.514%	0.241%	0.477%
2/28/2019	0.166%	0.185%	0.169%
3/31/2019	0.774%	0.206%	0.670%
4/30/2019	0.192%	0.233%	0.200%
5/31/2019	0.822%	0.208%	0.704%
6/30/2019	0.687%	0.201%	0.612%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
7/31/2019	-0.046%	0.235%	0.008%
8/31/2019	1.074%	0.199%	0.993%
9/30/2019	-0.144%	0.186%	-0.113%
10/31/2019	0.331%	0.218%	0.320%
11/30/2019	-0.005%	0.169%	0.008%
12/31/2019	0.194%	0.177%	0.193%
1/31/2020	0.845%	0.202%	0.804%
2/29/2020	1.016%	0.150%	0.911%
3/31/2020	0.494%	0.151%	0.461%
4/30/2020	0.757%	0.172%	0.707%
5/31/2020	0.513%	0.115%	0.480%
6/30/2020	0.284%	0.102%	0.272%
7/31/2020	0.259%	0.098%	0.238%
8/31/2020	0.049%	0.066%	0.051%
9/30/2020	0.012%	0.056%	0.016%
10/31/2020	-0.041%	0.060%	-0.034%
11/30/2020	0.137%	0.048%	0.133%
12/31/2020	0.164%	0.047%	0.159%
1/31/2021	-0.022%	0.049%	-0.018%
2/28/2021	-0.335%	0.031%	-0.299%
3/31/2021	-0.129%	0.031%	-0.117%
4/30/2021	0.212%	0.035%	0.195%
5/31/2021	0.228%	0.027%	0.213%
6/30/2021	-0.209%	0.022%	-0.181%
7/31/2021	0.329%	0.024%	0.283%
8/31/2021	-0.040%	0.019%	-0.029%
9/30/2021	-0.253%	0.017%	-0.208%
10/31/2021	-0.464%	0.026%	-0.378%
11/30/2021	-0.053%	0.017%	-0.041%
12/31/2021	-0.152%	0.018%	-0.120%
1/31/2022	-0.932%	0.025%	-0.739%
2/28/2022	-0.504%	0.021%	-0.372%

Date	City of Corona	City of Corona Internal Account	City of Corona Consolidated Account
3/31/2022	-1.740%	0.031%	-1.247%
4/30/2022	-0.885%	0.048%	-0.635%
5/31/2022	0.580%	0.059%	0.460%
6/30/2022	-0.619%	0.070%	-0.430%
7/31/2022	0.761%	0.111%	0.607%
8/31/2022	-1.094%	0.109%	-0.816%
9/30/2022	-1.623%	0.125%	-1.178%
10/31/2022	-0.274%	0.160%	-0.152%
11/30/2022	1.162%	0.165%	0.888%
12/31/2022	0.154%	0.182%	0.162%
1/31/2023	0.976%	0.228%	0.757%
2/28/2023	-0.913%	0.193%	-0.550%
3/31/2023	1.599%	0.243%	1.183%
4/30/2023	0.454%	0.265%	0.398%
5/31/2023	-0.352%	0.249%	-0.184%
6/30/2023	-0.477%	0.258%	-0.387%
7/31/2023	0.352%	0.391%	0.356%

City of Corona Consolidated

Account #10003

Corona Supplemental

As of July 31, 2023



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$27,747,805.53	\$27,068,773.08	\$27,744,478.19	5.36%			
Agency	\$68,245,000.00	\$63,899,581.30	\$68,760,266.40	13.28%	1,559	1,011	3.761
CMO	\$29,002,407.94	\$27,579,221.05	\$28,346,566.25	5.48%			
Corporate	\$94,796,000.00	\$89,405,859.26	\$94,342,480.39	18.22%			
LAIF	\$49,776,879.61	\$49,776,879.61	\$49,776,879.61	9.61%	1	1	0.680
Money Market Fund	\$764,928.42	\$764,928.42	\$764,928.42	0.15%			
Municipal Bonds	\$3,385,000.00	\$3,267,323.86	\$3,462,753.45	0.67%			
Supranational	\$12,690,000.00	\$11,502,994.51	\$12,633,094.65	2.44%			
US Treasury	\$234,320,000.00	\$227,153,376.49	\$231,897,172.00	44.79%	1,699	864	4.337
TOTAL PORTFOLIO	\$520,728,021.50	\$500,418,937.58	\$517,728,619.36	100.00%	1474	856	2.398
AVERAGE DAILY BALANCE			\$515,759,180.00				

City of Corona Pension Stabilization Trust

Account #10952

Portfolio Summary

As of July 31, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.00%
Average Purchase YTM	2.31%
Average Market YTM	0.00%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

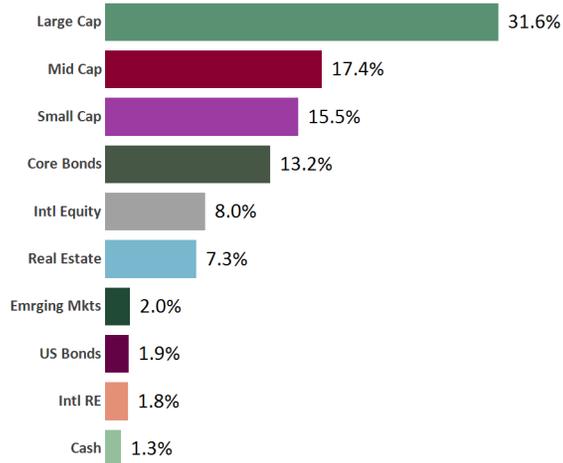
ACCOUNT SUMMARY

	Beg. Values as of 6/30/23	End Values as of 7/31/23
Market Value	35,322,635	36,456,721
Accrued Interest	0	0
Total Market Value	35,322,635	36,456,721
Income Earned	118,446	45,033
Cont/WD		0
Par	688,141	733,173
Book Value	32,721,061	32,766,094
Cost Value	32,721,061	32,766,094

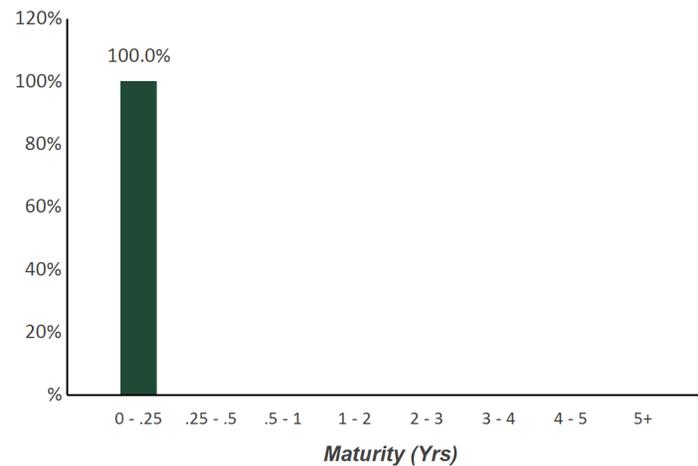
TOP ISSUERS

iShares Core S&P 500 ETF	31.6%
iShares Core S&P Mid-Cap ETF	17.4%
Vanguard Small-Cap ETF	15.5%
Vanguard Total Bond Market	13.2%
Vanguard FTSE Developed Markets	8.0%
Vanguard Real Estate ETF	7.3%
Vanguard FTSE Emerging Markets	2.0%
SPDR Barclays Capital High Yield	1.9%
Total	96.9%

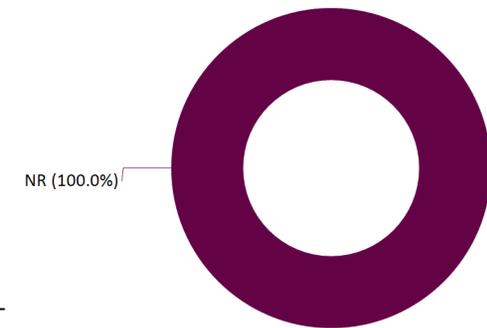
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	7/31/2022	
City of Corona Pension Stabilization Trust	3.21%	7.26%	13.12%	12.23%	N/A	N/A	N/A	N/A	N/A	
Multi Asset Class Index*	1.56%	3.34%	10.31%	5.26%	N/A	N/A	N/A	N/A	N/A	

*35% S&P 500, 15% MSCI EAFE (Europe, Australasia, Israel and the Far East), 50% ICE BofA US Corporate, Government & Mortgage Index

Statement of Compliance

As of July 31, 2023



City of Corona Pension Stabilization Trust

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Category	Standard	Comment
Fixed Income	10%-30% acceptable range (combined Cash & Fixed Income); Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO; Permitted: Fixed-income securities of U.S. and non-U.S. issuers including governments, quasi-government entities, and corporations; Mortgage-backed securities, Asset-backed securities, Money Market Instruments	<i>Complies</i>
Global Equities	50%-80% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Permitted: Equity securities of U.S. and non-U.S. issuers	<i>Complies</i>
Commodities (not direct investment)	0%-5% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Real Estate Investment Trusts (REITs)	0%-15% acceptable range; The allocation of Trust assets shall be maintained within the acceptable range and the policy mix; Publicly traded Real Estate Investment Trusts (REITs)	<i>Complies</i>
Commingled Funds	Funds that are consistent with the policy's investment objectives	<i>Complies</i>
Mutual Funds	Mutual Funds that invest in securities permitted by the Investment Policy	<i>Complies</i>
Exchange Traded Funds (ETFs)	ETFs that invest in securities permitted by the Investment Policy	<i>Complies</i>
Cash	10%-30% acceptable range (combined Cash & Fixed Income); The allocation of Trust assets shall be maintained within the acceptable range and the policy mix	<i>Complies</i>
Credit Rating	Individually purchased fixed income securities must, at the time of purchase, have a credit rating of at least "Investment Grade" by one of more NRSRO	<i>Complies</i>
Max per Security Holding	Excluding Treasury, Agency obligations, Exchange Traded Funds (ETFs), and Mutual Fund holdings, no individual security holding shall exceed 5% of the portfolio at time of purchase	<i>Complies</i>

City of Corona Pension Stabilization Trust

Account #10952

Reconciliation Summary

As of July 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$32,721,061.35
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$45,032.58	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$45,032.58
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$32,766,093.93

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$413,535.51
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$45,032.58	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$45,032.58	
Dispositions		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$458,568.09

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CASH									
90CASH\$00	Cash Custodial Cash Account	458,568.09	Various 0.00%	458,568.09 458,568.09	1.00 0.00%	458,568.09 0.00	1.26% 0.00	NR / NR NR	0.00 0.00
Total Cash		458,568.09	N/A	458,568.09	0.00%	458,568.09 0.00	1.26% 0.00	NR / NR NR	0.00 0.00
EMERGING MARKET EQUITY									
922042858	Vanguard FTSE Emerging Markets ETF Due 7/31/2023	16,720.00	Various 3.69%	643,691.94 643,691.94	43.07 0.00%	720,130.40 0.00	1.98% 76,438.46	NR / NR NR	0.00 0.00
Total Emerging Market Equity		16,720.00	3.69%	643,691.94 643,691.94	0.00%	720,130.40 0.00	1.98% 76,438.46	NR / NR NR	0.00 0.00
INTERNATIONAL EQUITY									
921943858	Vanguard ETF FTSE Developed Mkts ETF Due 7/31/2023	61,510.00	Various 3.91%	2,420,843.73 2,420,843.73	47.63 0.00%	2,929,721.30 0.00	8.04% 508,877.57	NR / NR NR	0.00 0.00
Total International Equity		61,510.00	3.91%	2,420,843.73 2,420,843.73	0.00%	2,929,721.30 0.00	8.04% 508,877.57	NR / NR NR	0.00 0.00
INTERNATIONAL REAL ESTATE									
922042676	Vanguard Vanguard GBL Ex-US Real Est Due 7/31/2023	15,775.00	05/15/2023 0.00%	655,924.50 655,924.50	42.48 0.00%	670,122.00 0.00	1.84% 14,197.50	NR / NR NR	0.00 0.00
Total International Real Estate		15,775.00	N/A	655,924.50 655,924.50	0.00%	670,122.00 0.00	1.84% 14,197.50	NR / NR NR	0.00 0.00
LARGE CAP US EQUITY									
464287200	ISHARES S&P 500 Index ETF	25,000.00	Various N/A	9,761,289.05 9,761,289.05	460.18 N/A	11,504,500.00 0.00	31.56% 1,743,210.95	NR / NR NR	0.00 0.00
Total Large Cap US Equity		25,000.00	N/A	9,761,289.05 9,761,289.05	N/A	11,504,500.00 0.00	31.56% 1,743,210.95	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MID CAP US EQUITY									
464287507	ISHARES S&P Midcap ETF Due 7/31/2023	23,300.00	Various 1.59%	5,536,825.68 5,536,825.68	272.40 0.00%	6,346,920.00 0.00	17.41% 810,094.32	NR / NR NR	0.00 0.00
Total Mid Cap US Equity		23,300.00	1.59%	5,536,825.68	0.00%	6,346,920.00	17.41% 810,094.32	NR / NR NR	0.00 0.00
REAL ESTATE									
922908553	Vanguard ETF REIT Due 7/31/2023	31,200.00	Various 3.46%	2,726,488.43 2,726,488.43	85.26 0.00%	2,660,112.00 0.00	7.30% (66,376.43)	NR / NR NR	0.00 0.00
Total Real Estate		31,200.00	3.46%	2,726,488.43	0.00%	2,660,112.00	7.30% (66,376.43)	NR / NR NR	0.00 0.00
SMALL CAP US EQUITY									
922908751	Vanguard ETF Small Cap Due 7/31/2023	27,100.00	Various 1.54%	5,022,975.48 5,022,975.48	208.75 0.00%	5,657,125.00 0.00	15.52% 634,149.52	NR / NR NR	0.00 0.00
Total Small Cap US Equity		27,100.00	1.54%	5,022,975.48	0.00%	5,657,125.00	15.52% 634,149.52	NR / NR NR	0.00 0.00
US CORE BONDS									
921937835	Vanguard ETF Total Bond Index Due 7/31/2023	66,600.00	Various 2.36%	4,862,778.58 4,862,778.58	72.42 0.00%	4,823,172.00 0.00	13.23% (39,606.58)	NR / NR NR	0.00 0.00
Total US Core Bonds		66,600.00	2.36%	4,862,778.58	0.00%	4,823,172.00	13.23% (39,606.58)	NR / NR NR	0.00 0.00

City of Corona Pension Stabilization Trust

Account #10952

Holdings Report

As of July 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US HIGH YIELD BONDS									
78468R622	SPDR Bloomberg High Yield Bond ETF Due 7/31/2023	7,400.00	Various 5.50%	676,708.45 676,708.45	92.75 0.00%	686,350.00 0.00	1.88% 9,641.55	NR / NR NR	0.00 0.00
Total US High Yield Bonds		7,400.00	5.50%	676,708.45	0.00%	686,350.00	1.88% 9,641.55	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		733,173.09	2.31%	32,766,093.93	0.00%	36,456,720.79	100.00% 3,690,626.86	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						36,456,720.79			

City of Corona Pension Stabilization Trust

Transaction Ledger



Account #10952

As of July 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/05/2023	90CASH\$00	28,944.24	Cash Custodial Cash Account	1.000		28,944.24	0.00	28,944.24	0.00
Purchase	07/07/2023	90CASH\$00	12,279.18	Cash Custodial Cash Account	1.000		12,279.18	0.00	12,279.18	0.00
Purchase	07/10/2023	90CASH\$00	3,658.86	Cash Custodial Cash Account	1.000		3,658.86	0.00	3,658.86	0.00
Purchase	07/15/2023	90CASH\$00	150.30	Cash Custodial Cash Account	1.000		150.30	0.00	150.30	0.00
Subtotal			45,032.58				45,032.58	0.00	45,032.58	0.00
TOTAL ACQUISITIONS			45,032.58				45,032.58	0.00	45,032.58	0.00
OTHER TRANSACTIONS										
Dividend	07/05/2023	922908553	31,200.00	Vanguard ETF REIT	0.000		28,944.24	0.00	28,944.24	0.00
Dividend	07/07/2023	921937835	66,600.00	Vanguard ETF Total Bond Index	0.000		12,279.18	0.00	12,279.18	0.00
Dividend	07/10/2023	78468R622	7,400.00	SPDR Bloomberg High Yield Bond ETF	0.000		3,658.86	0.00	3,658.86	0.00
Dividend	07/15/2023	90CASH\$00	458,417.79	Cash Custodial Cash Account	0.000		150.30	0.00	150.30	0.00
Subtotal			563,617.79				45,032.58	0.00	45,032.58	0.00
TOTAL OTHER TRANSACTIONS			563,617.79				45,032.58	0.00	45,032.58	0.00

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
EQUITY						
464287200	ISHARES S&P 500 Index ETF	Various Various 25,000.00	9,761,289.05 0.00 0.00 9,761,289.05	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
464287507	ISHARES S&P Midcap ETF	Various Various 23,300.00	5,536,825.68 0.00 0.00 5,536,825.68	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
78468R622	SPDR Bloomberg High Yield Bond ETF	Various Various 7,400.00	676,708.45 0.00 0.00 676,708.45	0.00 3,658.86 0.00 3,658.86	0.00 0.00 0.00 3,658.86	3,658.86
921937835	Vanguard ETF Total Bond Index	Various Various 66,600.00	4,862,778.58 0.00 0.00 4,862,778.58	0.00 12,279.18 0.00 12,279.18	0.00 0.00 0.00 12,279.18	12,279.18
921943858	Vanguard ETF FTSE Developed Mkts ETF	Various Various 61,510.00	2,420,843.73 0.00 0.00 2,420,843.73	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042676	Vanguard Vanguard GBL Ex-US Real Est	05/15/2023 05/17/2023 15,775.00	655,924.50 0.00 0.00 655,924.50	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922042858	Vanguard FTSE Emerging Markets ETF	Various Various 16,720.00	643,691.94 0.00 0.00 643,691.94	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
922908553	Vanguard ETF REIT	Various Various 31,200.00	2,726,488.43 0.00 0.00 2,726,488.43	0.00 28,944.24 0.00 28,944.24	0.00 0.00 0.00 28,944.24	28,944.24

City of Corona Pension Stabilization Trust

Account #10952

Income Earned

As of July 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
922908751	Vanguard ETF Small Cap	Various Various 27,100.00	5,022,975.48 0.00 0.00 5,022,975.48	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			32,307,525.84	0.00	0.00	
			0.00	44,882.28	0.00	
			0.00	0.00	0.00	
Total Equity		274,605.00	32,307,525.84	44,882.28	44,882.28	44,882.28
CASH & EQUIVALENT						
90CASH\$00	Cash Custodial Cash Account	Various Various 458,568.09	413,535.51 45,032.58 0.00 458,568.09	0.00 150.30 0.00 150.30	0.00 0.00 0.00 150.30	150.30
			413,535.51	0.00	0.00	
			45,032.58	150.30	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		458,568.09	458,568.09	150.30	150.30	150.30
			32,721,061.35	0.00	0.00	
			45,032.58	45,032.58	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		733,173.09	32,766,093.93	45,032.58	45,032.58	45,032.58



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
Multi Asset Class Index*	<p>The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization.</p> <p>The MSCI EAFE International Equity Index is a market capitalization weighted index that captures international equity performance of large- and mid-cap stocks in the developed stock markets of Europe, Australasia, and the Far East.</p> <p>The ICE BofA US Corporate, Government & Mortgage Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasuries, quasi-governments, corporates, covered bonds and residential mortgage pass-throughs. Non-residential mortgage collateralized debt such as commercial mortgage backed securities and asset backed securities are excluded from this index, as are all collateralized mortgage obligations. Most qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). They must also have at least one year remaining term to final maturity, at least 18 months to final maturity at point of issuance and a fixed coupon schedule. Amounts outstanding for qualifying US Treasuries must be at least \$1 billion; US agencies, foreign governments, supranationals, corporates and covered bonds must have at least \$250 million outstanding. Qualifying residential mortgage pass-through securities include fixed rate securities publicly issued by US agencies. 30-year, 20-year and 15-year fixed rate mortgage pools must have at least one year remaining term to final maturity and a minimum amount outstanding of at least \$5 billion per generic coupon and \$250 million per production year within each generic coupon.</p>

Certificate Of Completion

Envelope Id: 4609BE8E2AAA44EEB1DA35836204A037	Status: Completed
Subject: Complete with DocuSign: July 2023 Investment Report.pdf	
Source Envelope:	
Document Pages: 106	Signatures: 4
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lillian Davis
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Lillian.Davis@CoronaCA.gov
	IP Address: 64.29.226.10

Record Tracking

Status: Original	Holder: Lillian Davis	Location: DocuSign
9/18/2023 6:00:45 PM	Lillian.Davis@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Eliana Nguyen
 Eliana.Nguyen@CoronaCA.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Timestamp

Sent: 9/18/2023 6:04:57 PM
 Viewed: 9/19/2023 3:23:39 PM
 Signed: 9/19/2023 3:25:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Christine Thompson
 Christine.Thompson@CoronaCA.gov
 Accounting Manager
 Security Level: Email, Account Authentication (None)

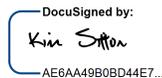


Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Sent: 9/19/2023 3:25:14 PM
 Viewed: 9/19/2023 4:01:00 PM
 Signed: 9/19/2023 4:02:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kim Sitton
 Kim.Sitton@CoronaCA.gov
 Finance Director
 City of Corona, CA
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Sent: 9/19/2023 4:02:07 PM
 Viewed: 9/20/2023 7:57:57 AM
 Signed: 9/20/2023 7:59:34 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brett Channing
 Brett.Channing@CoronaCA.gov
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 64.29.226.10

Sent: 9/20/2023 7:59:35 AM
 Viewed: 9/20/2023 12:11:55 PM
 Signed: 9/20/2023 12:12:19 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Chad Willardson Chad.Willardson@CoronaCA.gov Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 104.34.39.6 Signed using mobile</p>	Sent: 9/20/2023 12:12:20 PM Viewed: 9/24/2023 6:16:35 AM Signed: 9/24/2023 6:16:42 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Vicky Pang Vicky.Pang@CoronaCA.gov FINANCIAL ANALYST City of Corona Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/24/2023 6:16:44 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/18/2023 6:04:57 PM
Certified Delivered	Security Checked	9/24/2023 6:16:35 AM
Signing Complete	Security Checked	9/24/2023 6:16:42 AM
Completed	Security Checked	9/24/2023 6:16:44 AM

Payment Events	Status	Timestamps
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