

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 South Mall Option Agreement, 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 Trust²⁾**”), 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 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]

**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 City has executed this Agreement as of the date set forth below.

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

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



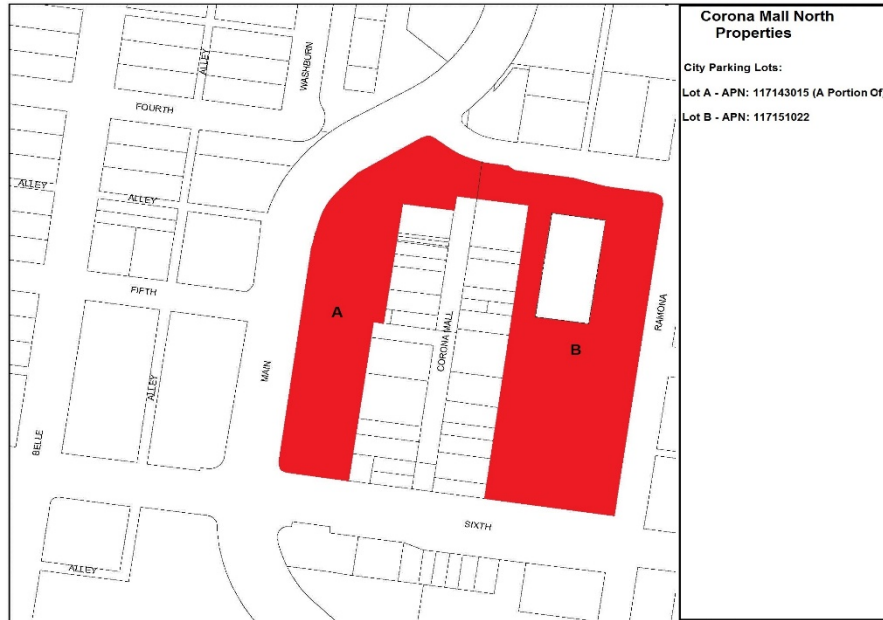
1	117-143-031 (422 Corona Mall)	5	117-143-040 (518 S Main Street)	9	117-151-005 (525 Corona Mall)
2	117-143-032 (442 Corona Mall)	6	117-151-007 (591 Corona Mall)	10	117-151-004 (505 Corona Mall)
3	117-143-038 (508 S Main Street)	7	117-151-016 (579 Corona Mall)	11	117-151-021 (415 Corona Mall)
4	117-143-039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

Date 04/10/2015

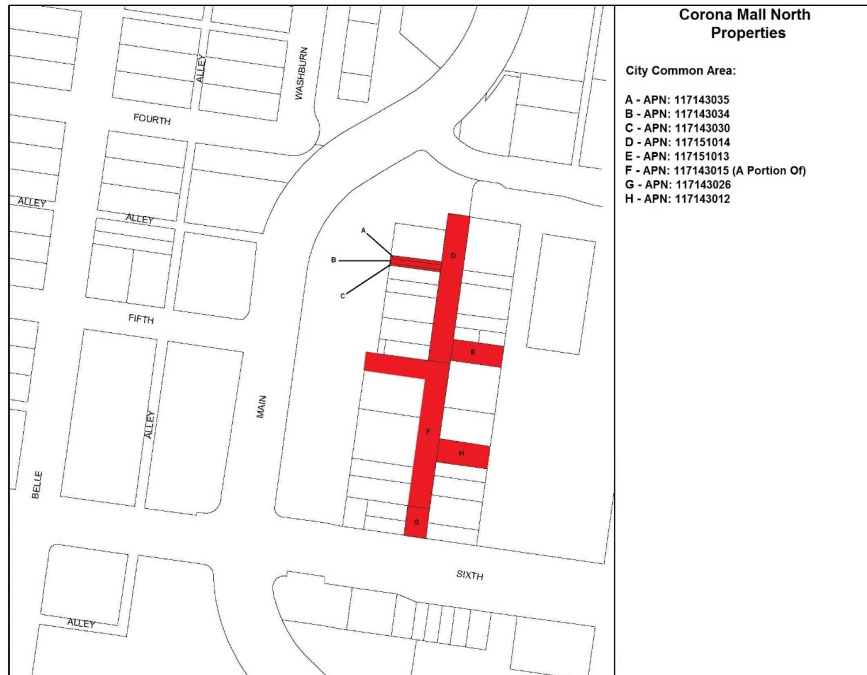
Path: E:\ark\GIS\Projects\AMR\DEVS\TEMP\City\img\117\fig\att\att_a.mxd

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 A - Corona Mall South Properties



- 1 117-191-022 (683 S Main Street)
- 2 117-191-021 (675 S Main Street)
- 3 117-191-004 (138 E Sixth Street)
- 4 117-191-002 (114 E Sixth Street)
- 5 117-191-001 (106 E Sixth Street)

Date: 04/21/2015

Path: E:\arcgis\workspace\MRE\EXHIBIT_A\04212015\Exhibit A - Mall South.mxd



**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]