

CITY OF CORONA
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)

(REST AREA, LLC)
(PORTION OF APN 117-191-019)

1. PARTIES AND DATE.

This First Amended and Restated License Agreement for Use of City Real Property (“Agreement”) is entered into this ~~1st~~^{4th} day of ~~March~~^{October}, 2023, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“Licensor”), and Rest Area, LLC, a California limited liability company with its principal place of business at 709 Randolph Avenue, Costa Mesa, CA 92626 (“Licensee”). Licensor and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Licensor Real Property. Licensee desires to use approximately 11,343 square feet of Licensor’s property generally located west of South Ramona Avenue (portion of APN 117-191-019) in the City of Corona, California, as further depicted and/or described in Exhibit “B” attached hereto and incorporated herein by reference (“Licensed Land”).

2.2 Authorized Use. Licensee desires to use the Licensed Land for the sole purpose of providing outdoor patio seating, common area programming, such as outdoor movies, small craft fairs and an area that would function as an outdoor community room and garden for Developer’s tenants in the Corona Mall South Property (“Authorized Use”).

2.3 Purpose. Licensor is willing to allow Licensee to use the Licensed Land for the Authorized Use, and for no other purpose, pursuant to the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 License for Licensed Land. Licensor agrees to allow Licensee the exclusive use of the Licensed Land pursuant to this Agreement and any additional conditions provided for in Exhibit “A” attached hereto and incorporated herein by this reference.

3.2 Term. The Term of this Agreement shall be for three (3) years from March 1, 2023 (“Commencement Date”) through March 1, 2026, unless earlier terminated as provided for herein (“Term”). The Term may be extended by the City in its sole and absolute discretion up to one (1) year and three hundred sixty-four (364) days.

3.3 Termination or Suspension. The Parties shall have the following rights of termination of the Agreement or suspension of the Authorized Use. In addition to these rights, the Parties shall have the right to take action to enforce the terms of this Agreement.

3.3.1 Without Cause. This Agreement may be terminated by Licensee at any time and without cause by giving written notice to Licensor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

3.3.2 With Cause. Licensor shall also have the right to terminate this Agreement if Licensee is in breach of the terms of this Agreement or if any condition exists on the Licensed Land which, in Licensor's sole but reasonable discretion, represents a danger to public health, safety or welfare ("Default Conditions"). Licensor shall deliver written notice to Licensee of Licensor's intent to terminate this Agreement pursuant hereto and shall include a description of the Default Condition(s) that Licensor believes are occurring, as well as a reasonable period of time, no less than ten (10) days, within which Licensee shall correct the Default Condition(s) ("Cure Period"). If Licensee fails to cure, or commence good faith efforts to cure, said Default Condition(s) within the Cure Period, as determined by Licensor in Licensor's sole but reasonable discretion, this Agreement shall be deemed terminated upon expiration of the Cure Period and all permissions, rights, privileges and licenses granted herein shall cease to exist between the Parties.

3.3.3 Suspension of Authorized Use. In addition to termination, at any time Licensor retains the discretion to immediately suspend all or any part of Licensee's use of the Licensed Land if, in Licensor's sole but reasonable discretion, all or any part of the Authorized Use or anyone's participation in the Authorized Use poses an immediate or significant danger to public health, safety or welfare. Any such suspension shall last as long as Licensor determines is necessary to adequately address the danger to public health, safety or welfare.

3.3.4 City Recapture of Licensed Land. Licensor may terminate this Agreement at any time, without cause and upon thirty (30) days' written notice to Licensee, if Licensor determines, in its sole discretion, that the Licensed Land is necessary for Licensor's use. A termination of the Agreement under this Section for Licensor's use of the Licensed Land shall be known as a "Recapture." If Licensor elects to recapture all or a portion of the Licensed Land from Licensee, the following shall apply:

(a) Recapture of Space. Upon Recapture of the Licensed Land, Licensee shall be relieved of all its rights and obligations hereunder with respect to the Licensed Land except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof. Licensor shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Licensee or allowed by law, and Licensee specifically waives and disclaims any right to such payments.

(b) Relocation. In addition to Licensor's rights under this Section, Licensor may, upon thirty (30) days' written notice to Licensee relocate Licensee from the Licensed Land to alternate premises within the Corona Mall South Property or elsewhere within the City. If Licensor exercises its rights under this Section, Licensor and Licensee shall either terminate this Agreement and execute a new license or execute appropriate amendments to this

Agreement reflecting the relocation, including any adjustments to the Base Rent that may be appropriate to reflect differences in size of the Licensed Land and alternate premises.

3.3.5 Vacating the Licensed Land. At the expiration of the Term or at any sooner termination of this Agreement, Licensee shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date it was first delivered to Licensee under this Agreement, reasonable wear and tear and damage by the elements excepted. Notwithstanding the foregoing, Licensee shall not be required to remove the Licensee Improvements, as defined in Section 3.5.2. Licensee agrees to pay any costs reasonably incurred by Licensor if Licensee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by Licensor to collect damages described in this section.

3.3.6 No Holdover. Licensee has no right to continuing using the Licensed Land or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, then the Base Rent provided for in Section 3.6 below shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

3.4 Responsibility for Authorized Use. Licensee represents and warrants that all of its employees, invitees, tenants and others who use the Licensed Land will do so only for the sole purpose of the Authorized Use and will be instructed or trained on how to use the Licensed Land safely. Licensor retains the discretion to terminate this Agreement or suspend the Authorized Use as provided for in Section 3.3 above. Licensee's employees, invitees, tenants and agents shall not be considered an employee or agent of Licensor for any purpose related to the Authorized Use.

3.5 Maintenance & Improvements.

3.5.1 Maintenance. Licensee shall, at its sole cost and expense, keep the Licensed Land free of noxious weeds and trash, and in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws and regulations concerning Licensee's use of the Licensed Land. All Licensee facilities or improvements, including, without limitation, the Licensee Improvements as defined in Section 3.5.2, shall be maintained in good and workable order and reasonably good appearance. In addition, Licensee shall make any repairs to the Licensed Land caused by or incident to Licensee's use of Licensed Land.

3.5.2 Improvements. Licensee desires, at Licensee's sole cost and expense, to install and/or construct certain improvements on the Licensed Land, as further depicted and/or described in Exhibit "C" attached hereto and incorporated herein by reference ("Licensee Improvements"). The final design and construction of the Licensee Improvements shall be subject to the Licensor's advanced written approval in its sole and absolute discretion and in its proprietary, as opposed to regulatory, capacity. At the expiration of the Term, as may be extended, or at any sooner termination of this documentation necessary to document such gift or otherwise transfer title of the Licensee Improvements to Licensor. Notwithstanding the foregoing, the Parties acknowledge and agree that the final design of the Licensee Improvements, as depicted and/or described in Exhibit "C," may change, subject to the approval of Licensor in its proprietary capacity, to the extent necessary for the governmental approvals required by Section 3.13 of this

Agreement.

3.6 Consideration.

3.6.1 Base Rent. As consideration for this Agreement, Licensee shall pay to Licensor the sum of Thirty-Four Cents (\$0.34) per square foot or Three Thousand Eight Hundred Sixty Dollars (\$3,860) per month (“Base Rent”).

3.6.2 Payment in Advance. The first payment of Base Rent shall be due on the Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Licensee shall pay to Licensor, on or before the Rent Commencement Date, a pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30th) day month. Subsequent monthly Base Rent payments shall be due and payable on or before the fifth (5th) day of each month following the first Base Rent payment.

3.6.3 Payment Process; Late Payments. All payments shall be made payable to the City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or Licensee may make payments by electronic funds transfer. Licensee hereby acknowledges that any payment by Licensee of the Base Rent or other sums due hereunder not received by City within ten (10) calendar days after such amount is due will incur a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law.

3.6.4 Annual Increase. Beginning on July 1, 2024 and continuing on July 1st of each year thereafter during the Term of this Agreement, the Base Rent shall increase by four percent (4%).

~~3.6.5 Permanent Improvement Reimbursement.~~

~~3.6.5.1 Calculation of Improvement Reimbursement. To incentivize Licensee’s construction of permanent improvements to be included as part of the Licensee Improvements discussed in Section 3.5.2 above, Licensor shall reimburse Licensee for the cost to construct or install the Permanent Improvements, as defined in Section 3.6.5.3 below, up to the Reimbursement Cap, as defined in Section 3.6.5.3 below (“Improvement Reimbursement”).~~

~~3.6.5.2 Improvement Reimbursement Process. Upon completion of the Permanent Improvements, Licensee shall submit to Licensor written itemized receipts, invoices or similar written documentation of expenses incurred by Licensee for the Permanent Improvements. Within thirty (30) days of receipt, Licensor’s City Manager, or his or her designee, shall review such documentation and Licensor shall reimburse Licensee for all approved charges thereon up to the Reimbursement Cap. Notwithstanding anything herein to the contrary, all costs to construct or install the Permanent Improvements that exceed the Reimbursement Cap shall be the sole responsibility of Licensee. In the event this Agreement is terminated for any reason whatsoever, with or without cause, the Licensed Land is recaptured, or the Authorized Use is suspended for any reason after Licensee has commenced construction, but prior to the completion of, the Licensee Improvements, the Licensor shall reimburse Licensee for all costs and expenses incurred by Licensee for the construction of the Licensee Improvements up to the date the Agreement is~~

~~terminated, the Licensed Land is recaptured, or the Authorized Use is suspended regardless of whether the Licensee Improvements are partially completed or completed in full.~~

~~3.6.5.3 Definitions. As used in this Agreement, the following terms shall be defined as follows:~~

~~A. Permanent Improvements. Those portions of the Licensee Improvements that are permanently affixed to the Licensed Land or otherwise qualify as real property fixtures, as determined by Licensor's City Manager, or his or her designee, in his or her sole but reasonable discretion.~~

~~B. Reimbursement Cap. The maximum amount of Two Hundred Thousand Dollars (\$200,000).~~

~~3.6.5.4 Commencement of Construction. As a condition of Licensor's payment of the Improvement Reimbursement, Licensee shall commence construction of the Permanent Improvements 30 days after City's issuance of the building permit.~~

3.7 Utilities. Licensee shall pay for all utilities it requires for its use of the Licensed Land at the rate charged by the servicing utility companies. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to Licensee or to the servicing utility company at no cost to Licensee of an easement in, over across or through the Licensed Land as required by such location acceptable to City and the servicing utility company.

3.8 Insurance.

3.8.1 Time for Compliance. Before commencement of the Term, Licensee shall provide evidence satisfactory to the Licensor that it has secured all insurance required under this section. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed Land until it has provided evidence satisfactory to the Licensor that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Licensor to terminate this Agreement for cause. Licensee shall be authorized to self-insure for any of the coverages required herein, so long as sufficient documentation to support self-insurance is provided to and approved by the City of Corona Risk Manager in advance.

3.8.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed Land by the Licensee and its officials, officers, employees, contractors, agents and volunteers. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance

Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/the Licensed Land or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.8.3 Property Insurance. Licensee shall also procure and maintain for the duration of this Agreement, at its own expense, property insurance against all risks of loss to any tenant improvements or betterments, including, but not limited to, the Licensee Improvements, at full replacement cost with no coinsurance penalty provision.

3.8.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Licensee shall provide endorsements on forms supplied or approved by the Licensor to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees shall be covered as additional insured with respect to the operations performed by or on behalf of the Licensee under this Agreement, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Licensor and its directors, officials, officers, agents and employees, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Licensee or for which the Licensee is responsible; and (2) the insurance coverage shall be primary insurance as respects the Licensor and its directors, officials, officers, agents and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Licensee's scheduled underlying coverage. Any insurance or self-insurance maintained by the Licensor and its directors, officials, officers, agents and employees, shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Licensor and its directors, officials,

officers, agents and employees, for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this Agreement.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Licensor, provided that if a thirty (30) days' notice of cancellation endorsement is not available, Licensee shall notify Licensor of this unavailability in writing and shall execute Licensor's Notice of Cancellation Certificate indicating that Licensee will forward any notice of cancellation to the Licensor within two (2) business days from date of receipt by Licensee; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Licensor and its directors, officials, officers, agents and employees. Licensee's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the Licensor any notice of cancellation issued to Licensee shall be considered breach of contract and shall be grounds for Licensor to terminate this Agreement for cause.

3.8.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Licensor and its directors, officials, officers, agents and employees.

3.8.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Licensor.

3.8.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the Licensor and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.8.8 Verification of Coverage. Licensee shall furnish Licensor with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Licensor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Licensor if requested. All certificates and endorsements must be received and approved by the Licensor before commencement of the Term. Licensor reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.8.9 Reporting of Claims. Licensee shall report to the Licensor, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this Agreement.

3.9 Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Licensor and its directors, officials, officers, agents and employees (collectively, "Indemnified Parties"), free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, to the extent arising out of,

pertaining to, or incident to this Agreement or use of the Licensed Land. Licensee shall defend, with counsel reasonably approved by Licensor, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against the Indemnified Parties. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties. Licensee shall reimburse the Indemnified Parties for any and all legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this Agreement and/or in connection with the indemnity herein provided. Licensee shall also reimburse Licensor for the costs of any settlement paid by them on behalf of the Indemnified Parties as part of any claim, suit, action or other proceeding. Licensee's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties. Notwithstanding the above, nothing herein shall require Licensee to indemnify or hold the Indemnified Parties harmless against any liability or claim related to the negligent or intentional acts or omissions of the Indemnified Parties.

3.10 Release of Liability. In consideration of Licensor's agreement to allow Licensee to use the Licensed Land, Licensee, on behalf of itself and its officials, officers, employees, contractors, agents, volunteers, successors and assigns ("Licensee Parties"), hereby releases and forever discharges Licensor and each of its officials, officers, employees, contractors, agents, volunteers, successors and assigns from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action of every nature, character or description which they may have against the Licensor, arising from or in any way related to the Authorized Use, use of Licensed Land or this Agreement.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

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

BY INITIALING BELOW, LICENSEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.

Initials of Licensee Representative

3.11 Hazardous Substances.

3.11.1 Defined. For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response,

Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.10.2 No Warranties. Licensors makes no warranty or representation whatsoever concerning the Licensed Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed Land is strictly on an “as is” basis with all faults. Licensors hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed Land, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.10.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this section. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.10.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed Land, give written notice to Licensors. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed Land by Licensee or its employees or agents, including but not limited to, an amount which is required

to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within the Licensed Land in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. In the event Hazardous Substances at the Licensed Land are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed Land by Licensee, and provide written documentation of its safe and legal disposal as required by law.

3.10.5 Breach. Breach of any of the covenants, terms, and conditions contained in this section, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate this Agreement or to require the shutdown of Licensee's operations thereon, at the sole discretion of Licensor; provided however, that Licensor may in its sole discretion grant Licensee such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. In either case, Licensee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land as required by applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Land by Licensee during Licensee's period of use and possession of the Licensed Land. Upon termination of this Agreement, Licensee shall, in accordance with all laws, remove from the Licensed Land any equipment or improvements placed on the Licensed Land by Licensee that may be contaminated by Hazardous Substances.

3.10.6 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold the Indemnified Parties, as defined in Section 3.9 above, free and harmless, pursuant to the provisions of Section 3.9 above, in any manner arising out of, pertaining to, or incident to the presence of any Hazardous Substances brought onto or permitted to be brought onto the Licensed Land by Licensee, or its employees or agents. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the Indemnified Parties from any liability created by the Licensee pursuant to such sections.

3.11 Entry by Licensor. Licensor and its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Licensed Land and the operations conducted thereon to assure compliance with the requirements of this Agreement. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Land, as well as taking photographs.

3.12 Laws and Regulations. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its use of the Licensed Land pursuant to this Agreement, including all Cal/OSHA requirements, and

shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.13 Governmental Approvals. Before commencement of the Term, Licensee shall obtain all necessary and applicable federal, state and local approvals, certifications, and permits to conduct the Authorized Use. Licensor reserves the right to require Licensee to provide proof regarding these approvals, certifications, and permits.

3.14 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the party to whom it is directed or to any managing or executive officer or director of that party in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

Licensee:

Rest Area, LLC
709 Randolph Avenue
Costa Mesa, CA 92626
Attn: Shaheen Sadeghi

Licensor:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager

3.15 Survival. Licensee's obligations to release, indemnify, defend, and hold harmless the Licensor, as set forth in this Agreement, shall survive expiration or termination of this Agreement and shall remain in effect until there is no risk to the Licensor of liability for any claims or losses due to the use of the Licensed Land for the Authorized Use.

3.16 Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Licensor.

3.17 Selection of Counsel. Licensee's obligation to indemnify the Licensor under this Agreement shall include the obligation of Licensee to defend Licensor with legal counsel of Licensor's own choosing. In the event Licensor elects not to select such counsel, the designation of such counsel shall be made by Licensee but shall be subject to prior approval by Licensor.

3.18 Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the Licensor and Licensee to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees and costs. The attorneys' fees and costs recoverable pursuant to this

section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.19 Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

3.20 Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.22 Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

3.23 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

[SIGNATURES ON NEXT TWO (2) PAGES]

LICENSOR'S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

LICENSEE'S SIGNATURE PAGE FOR
FIRST AMENDED AND RESTATED
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(REST AREA, LLC)
(PORTION OF APN 117-191-019)

REST AREA, LLC
a California limited liability company

By: _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

EXHIBIT “A”**CONDITIONS OF USE**

1. City Instructions and Policies. Licensee shall be responsible for ensuring that users of the Licensed Land pursuant to this Agreement comply with all oral or written instructions, directions and other safety requirements given to Licensee by Licensor personnel.

2. No Liens. Licensee shall keep the Licensed Land free from any liens arising out of any work performed, materials furnished or obligations incurred by Licensee, and Licensee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Licensor shall constitute a default of this Agreement.

3. Removal of Liens. At its election, but without having any obligation to do so, Licensor may pay such liens not so removed by Licensee and Licensee shall, within ten (10) days following the receipt of written request from the Licensor, reimburse Licensor for all such costs incurred by Licensor with respect to the removal of such liens.

4. Sublicensing Allowed. Licensee may sublicense this Agreement to tenants of Licensee who are occupying tenant space in the Corona Mall South Property. Otherwise, Licensee shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Licensed Land.

5. Taxable Possessory Interests. Licensee acknowledges that the execution of this Agreement for the Licensed Land creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Licensee to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Licensee directly to the County Tax Collector and shall be kept current, without delinquency. LICENSEE IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, Licensor may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, Licensee is still responsible for the remaining portion of the tax bill through the end of that year.

6. Taxes. In addition to the possessory taxes described herein, Licensee shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Licensed Land and any personal property located on or in the Licensed Land.

EXHIBIT "B"

LICENSED LAND

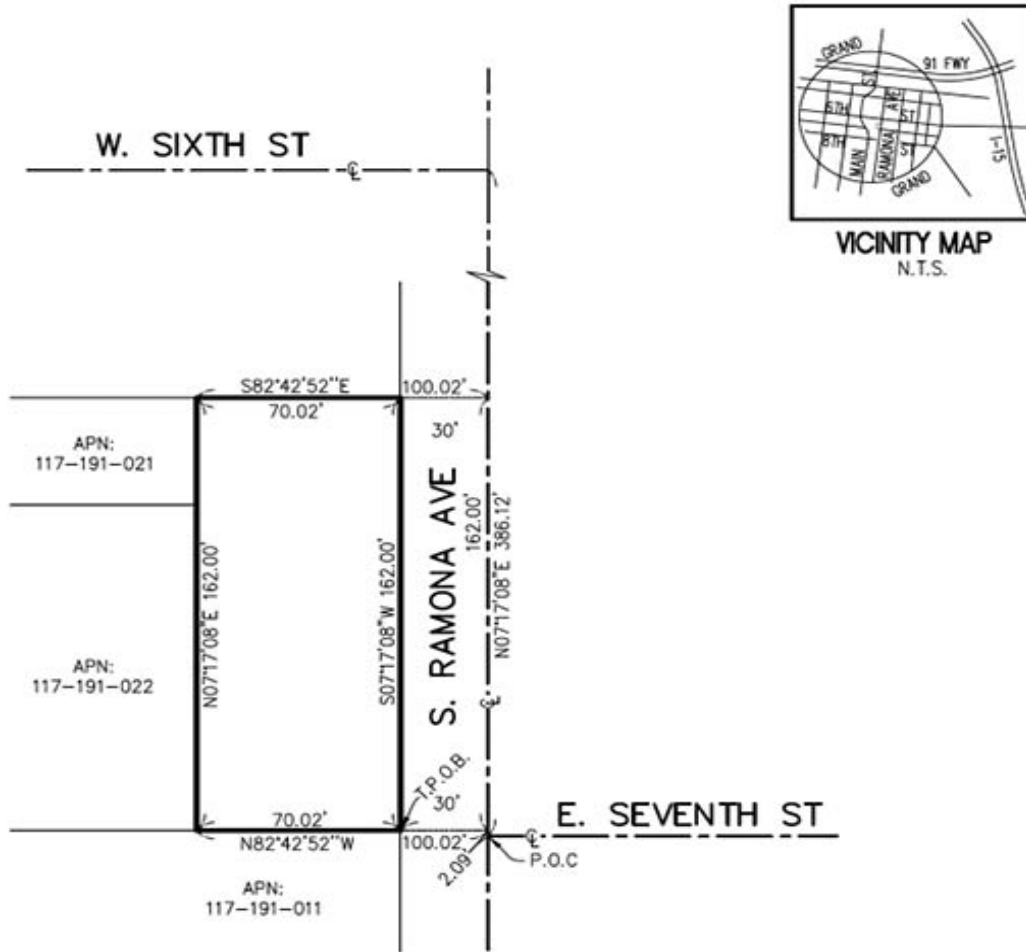


EXHIBIT "C"
IMPROVEMENTS

