

CORONA HOUSING AUTHORITY AND CITY OF CORONA**THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH REST AREA, LLC
(CORONA MALL SOUTH PROPERTY)****1. PARTIES AND DATE.**

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

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

2. RECITALS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. TERMS.

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

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

3.3 Authority Financing of Authority South Mall Property Purchase Price.

3.3.1 Authority Financing of Authority South Mall Property Purchase Price.

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

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

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

3.4 Development of Authority South Mall Property; Covenants.

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

3.4.2 Anti-Speculation Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7 Termination, Defaults and Remedies.

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

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

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

3.8 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

 Initials of Authorized
 Developer Representative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING 4 PAGES]

AUTHORITY’S SIGNATURE PAGE FOR

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

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

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

By: _____
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.

REST AREA, LLC
a California limited liability company

By: _____ Date _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

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

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

SUN CITY, LLC
a California limited liability company

By: _____ Date _____
Shaheen Sadeghi
Managing Member

Approved as to Form:

William H. Ihrke
Rutan & Tucker, LLP
Legal Counsel

EXHIBIT "A"
TO DDA

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

AUTHORITY NORTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

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

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

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

PARCEL 2

ASSESSOR PARCEL NUMBER 117-143-032

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

PARCEL 3 AND 4

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

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

PARCEL 5

ASSESSOR PARCEL NUMBER 117-143-040

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

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

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

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

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

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

PARCEL 8**ASSESSOR PARCEL NUMBER 117-151-015**

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

PARCEL 9**ASSESSOR PARCEL NUMBER 117-151-005**

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

PARCEL 10**ASSESSOR PARCEL NUMBER: 117-151-004**

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

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

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN 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



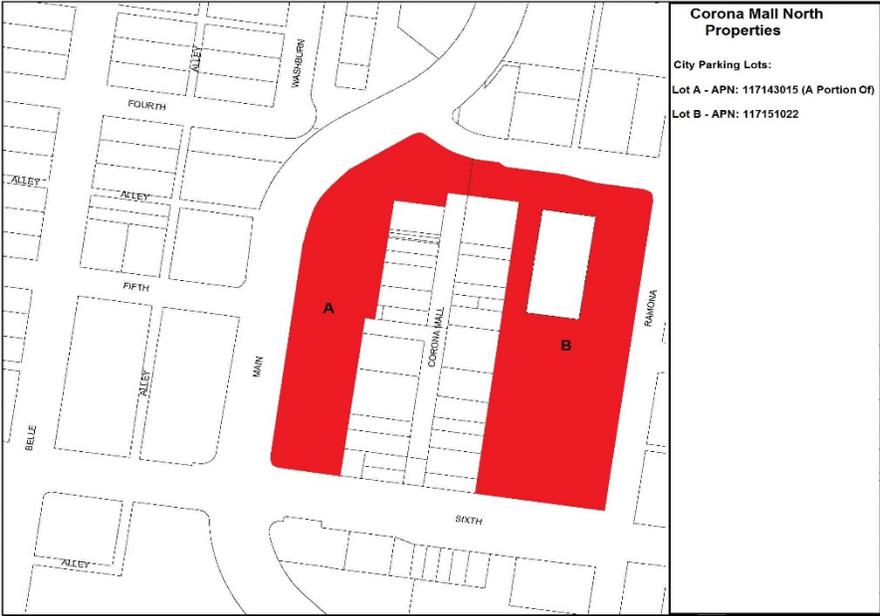
1	117-143-031 (422 Corona Mall)	5	117-143-040 (518 S Main Street)	9	117-151-005 (525 Corona Mall)
2	117-143-032 (442 Corona Mall)	6	117-151-007 (591 Corona Mall)	10	117-151-004 (505 Corona Mall)
3	117-143-038 (508 S Main Street)	7	117-151-016 (579 Corona Mall)	11	117-151-021 (415 Corona Mall)
4	117-143-039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

Date 04/10/2015

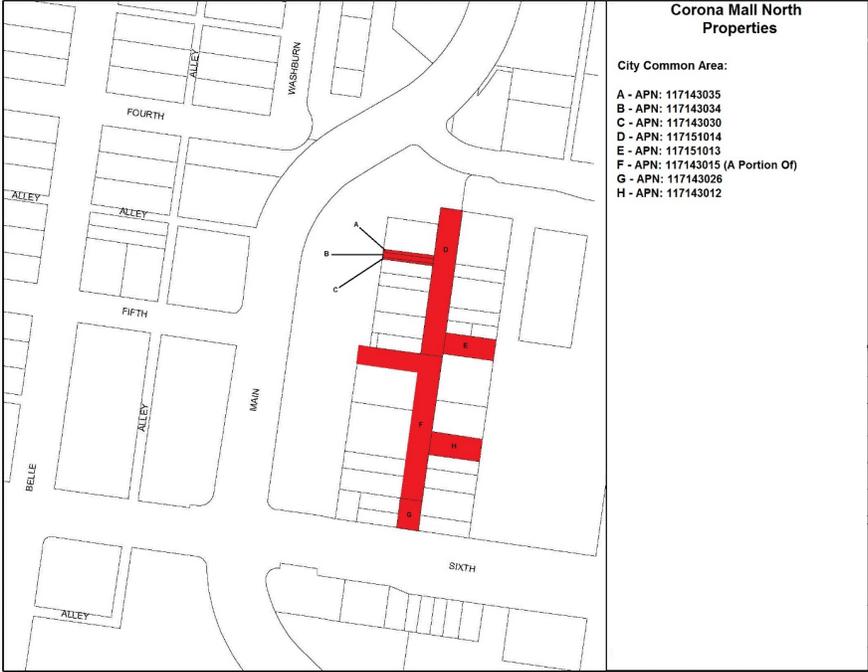
Path: F:\arcgis\workspace\MAR2015\117-151-015\117-151-015-002.aprx

CITY OPTION PROPERTY

DEPICTION OF CITY PARKING LOTS



DEPICTION OF CITY COMMON AREAS



**EXHIBIT "B"
TO DDA**

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

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

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

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

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

PARCEL 3

ASSESSOR PARCEL NUMBER 117-191-004

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

PARCEL 4

ASSESSOR PARCEL NUMBER 117-191-002

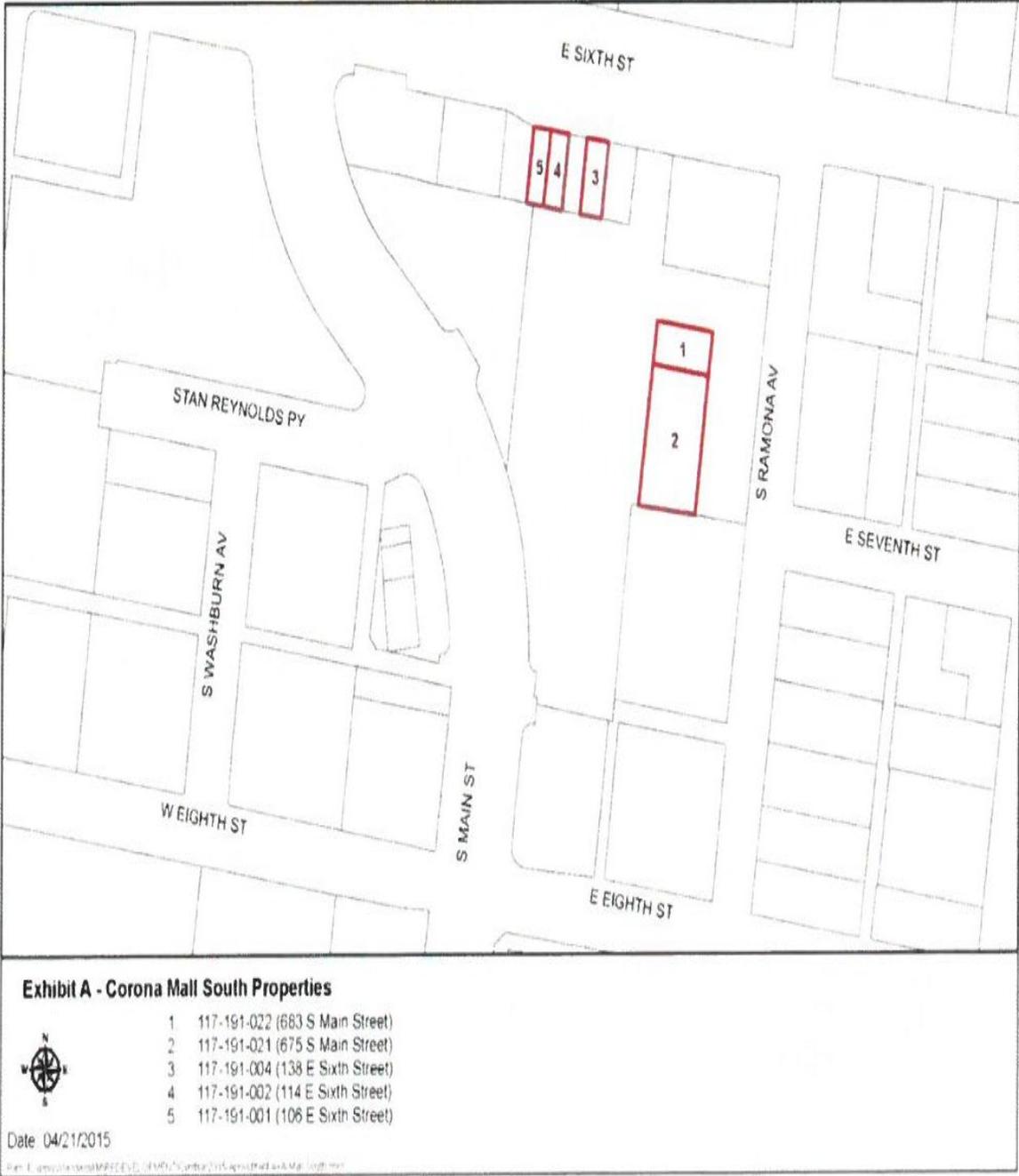
THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON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

PARCEL 5

ASSESSOR PARCEL NUMBER 117-191-001

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

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



**EXHIBIT "C"
TO DDA**

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

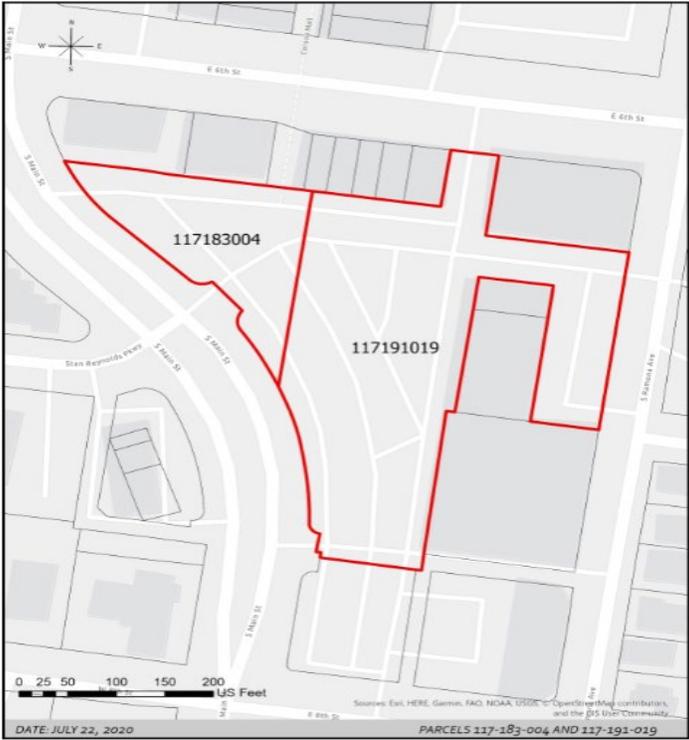
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (APN 117-183-004)

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

PARCEL TWO (APN 117-191-019)

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



**EXHIBIT "D"
TO DDA**

**EXECUTED
AUTHORITY SOUTH MALL PROPERTY
PROMISSORY NOTE**

[SEE ATTACHED () PAGES]

CORONA HOUSING AUTHORITY

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

Corona, California

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

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

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

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

3. Interest and Payment of Authority South Property Loan.

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

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

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

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

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

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

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

5. Acceleration Upon Event of Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Other Encumbrances.

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

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

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

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

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

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

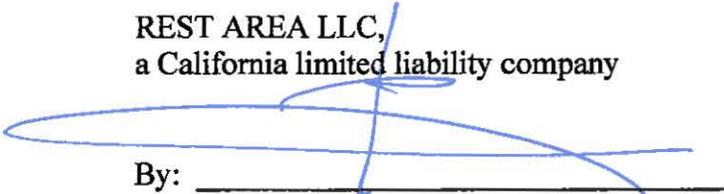
22. Time of the Essence. Time is of the essence with regard to this Promissory Note.

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

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

MAKER:

REST AREA LLC,
a California limited liability company


By: _____
Shaheen Sadeghi, its Managing Member

Dated: August 20, 2019

**EXHIBIT "E"
TO DDA**

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

[SEE ATTACHED E E EN (11) PAGES]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Additional Provisions. It is mutually agreed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

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

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

To Beneficiary:

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

To Trustor:

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

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

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

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

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

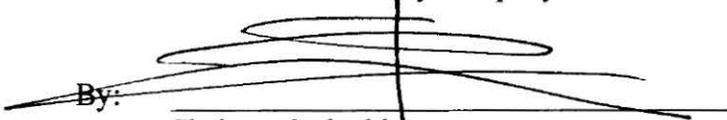
9.6 Meaning of Certain Terms. As used in this Deed of Trust and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Deed of Trust as a whole, rather than any particular provision of it.

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

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

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

REST AREA LLC
a California limited liability company

By: 
Shaheen Sadeghi
Managing Member

10.03.19
Date

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

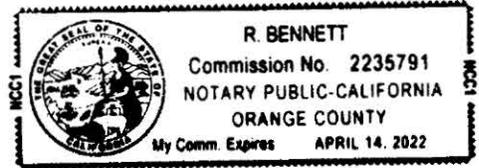
STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On October 8, 2019, before me, R. Bennett, a Notary Public, personally appeared Shahen Sadeghi, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is~~s~~ subscribed to the within instrument, and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity~~(ies)~~, and that by ~~his~~/her/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public



(SEAL)

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

LEGAL DESCRIPTION OF LAND

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

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

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

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

POINT OF BEGINNING.

PARCEL 3

ASSESSOR PARCEL NUMBER 117-191-004

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

PARCEL 4

ASSESSOR PARCEL NUMBER 117-191-002

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

PARCEL 5

ASSESSOR PARCEL NUMBER 117-191-001

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

CAJR\01000.22003\10226007.1

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

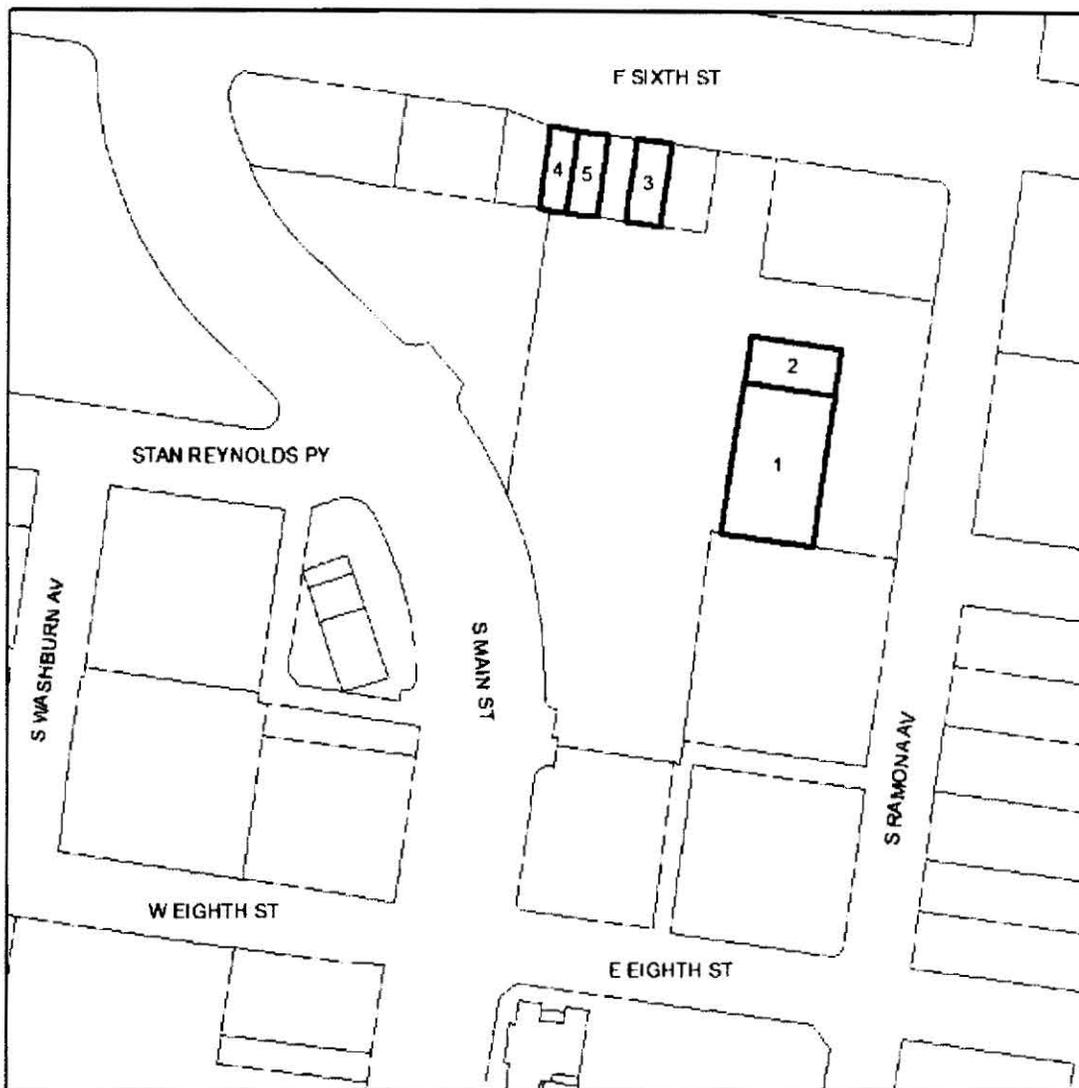


Exhibit A - Corona Mall South Properties



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

Date: 10/2/2019

**EXHIBIT "F"
TO DDA**

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

[SEE ATTACHED THIRTY-FOUR (34) PAGES]

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

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

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

Escrow No: _____

Title Order No.: _____

1. PARTIES AND DATE.

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

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

2. RECITALS.

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

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

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

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

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

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

3. TERMS.

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

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

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

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

3.5 Escrow.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Title.

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

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

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

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

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

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

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

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

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

3.7 Suitability and Condition of Property.

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

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

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

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

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

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

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

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

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

Buyer’s Initials

This acknowledgment and release shall survive the Close of Escrow.

3.8 Termination, Defaults and Remedies.

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

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

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

Seller's Initials

Buyer's Initials

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

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

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

Seller's Initials

Buyer's Initials

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

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

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

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

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

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

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

3.10 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the

prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

3.10.15 Successors and Assigns. Subject to the provisions of Section 3.10.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

3.10.16 Ratification. Seller's obligation to convey title to the Property to Buyer, as provided herein, are subject to the approval and ratification of this Agreement by the Seller's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event Seller's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Seller may terminate this Agreement and the Escrow as provided in Section 3.8.2 herein.

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

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

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

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

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

3.10.22 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement

between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

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

[SIGNATURES ON FOLLOWING 2 PAGES]

**SELLER’S SIGNATURE PAGE FOR
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)**

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

CITY OF CORONA
a California municipal corporation

By: **EXHIBIT ONLY – DO NOT SIGN**

Jacob Ellis
City Manager

_____ Date

Attest: **EXHIBIT ONLY – DO NOT SIGN**

Sylvia Edwards
City Clerk

Approved as to Form:
EXHIBIT ONLY – DO NOT SIGN

Dean Derleth
City Attorney

**BUYER’S SIGNATURE PAGE FOR
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)**

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

REST AREA LLC
a California limited liability company

By: **EXHIBIT ONLY – DO NOT**

Shaheen Sadeghi, its Managing Member

Date

EXHIBIT "A"
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)

LEGAL DESCRIPTION AND
DEPICTION OF PARCEL ONE AND PARCEL TWO

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

PARCEL ONE (APN 117-183-004)

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

PARCEL TWO (APN 117-191-019)

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

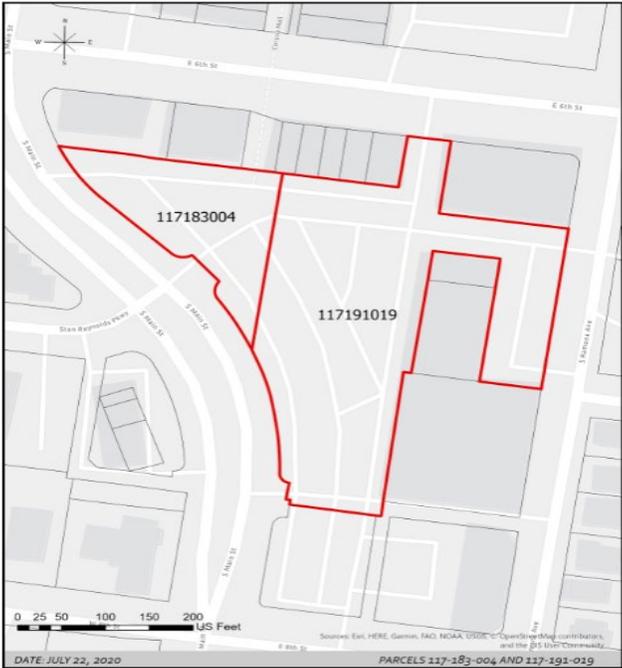


EXHIBIT "B"
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)

LEGAL DESCRIPTION AND
DEPICTION OF PARCEL ONE ACQUISITION

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 109.50 FEET;

THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 40°45'03" WEST, 3.03 FEET ALONG SAID NORTHEASTERLY LINE TO THE BEGINNING OF A 17.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 40°44'09" EAST;

THENCE SOUTHWESTERLY 5.80 FEET ALONG THE ARC OF SAID CURVE AND NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 19°33'41";

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;

THENCE SOUTH 82°56'07" EAST, 88.81 FEET;

THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;

THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF

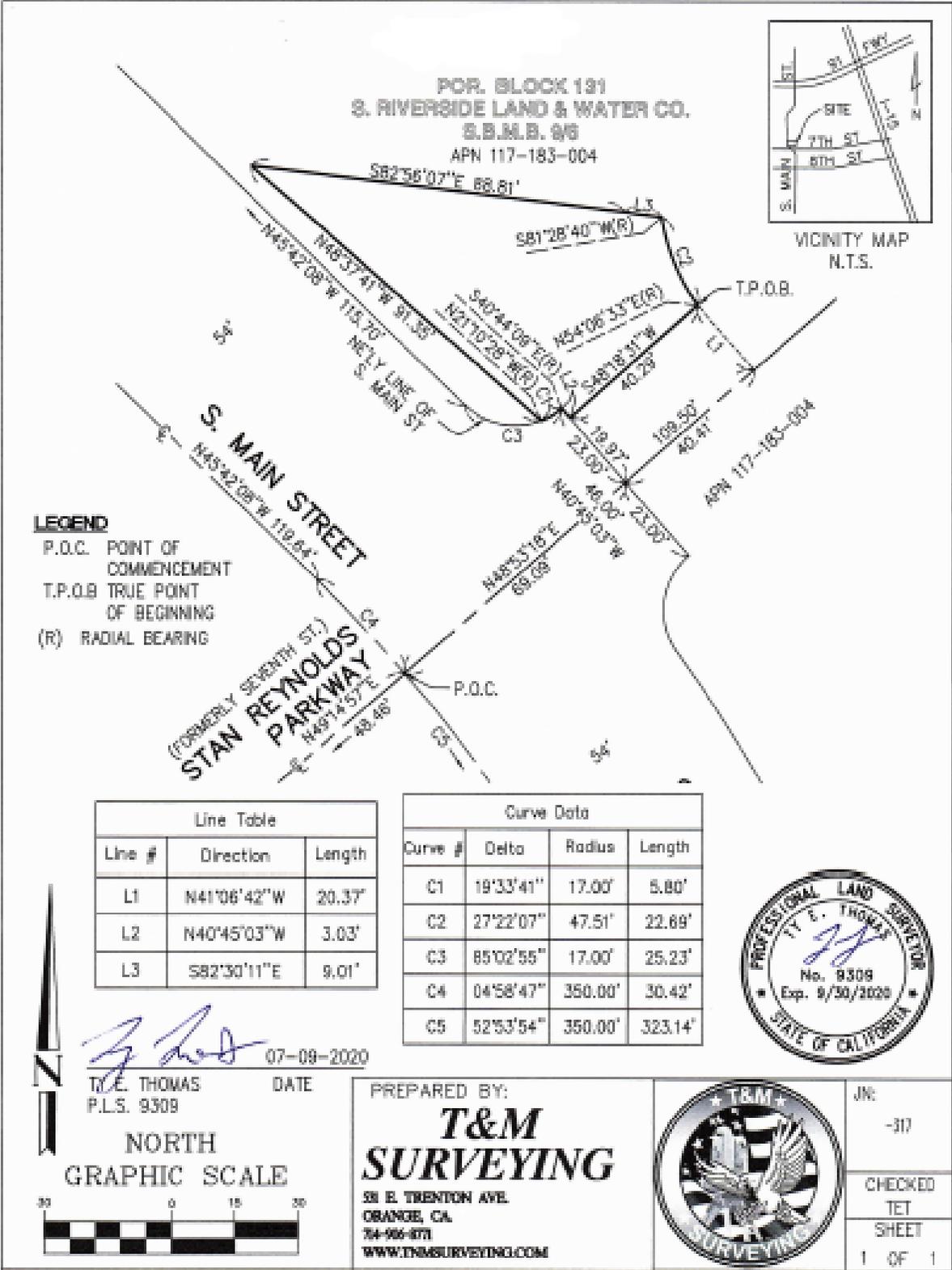


 TY E. THOMAS
 P.L.S. 9309

07-09-2020

 DATE



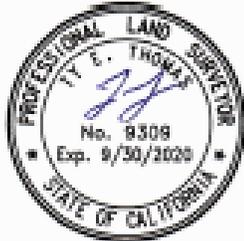


LEGEND

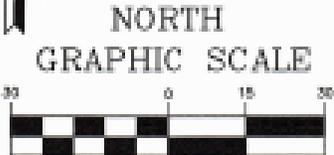
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- (R) RADIAL BEARING

Line Table		
Line #	Direction	Length
L1	N41°06'42"W	20.37'
L2	N40°45'03"W	3.03'
L3	S82°30'11"E	9.01'

Curve Data			
Curve #	Delta	Radius	Length
C1	19°33'41"	17.00'	5.80'
C2	27°22'07"	47.51'	22.69'
C3	85°02'55"	17.00'	25.23'
C4	04°58'47"	350.00'	30.42'
C5	52°53'54"	350.00'	323.14'



T.E. Thomas 07-09-2020
 T.E. THOMAS DATE
 P.L.S. 9309



PREPARED BY:
T&M SURVEYING
 581 E. TRENTON AVE.
 ORANGE, CA
 714-966-8771
 WWW.TMSURVEYING.COM



JN:
 -317
 CHECKED
 TET
 SHEET
 1 OF 1

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

**LEGAL DESCRIPTION AND
DEPICTION OF PARCEL TWO ACQUISITION**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);
THENCE NORTH 48°53'18" EAST, 125.19 FEET;
THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;
THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";
THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;
THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;
THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;
THENCE NORTH 39°58'33" EAST, 7.09 FEET;
THENCE NORTH 43°02'23" WEST, 7.11 FEET;
THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

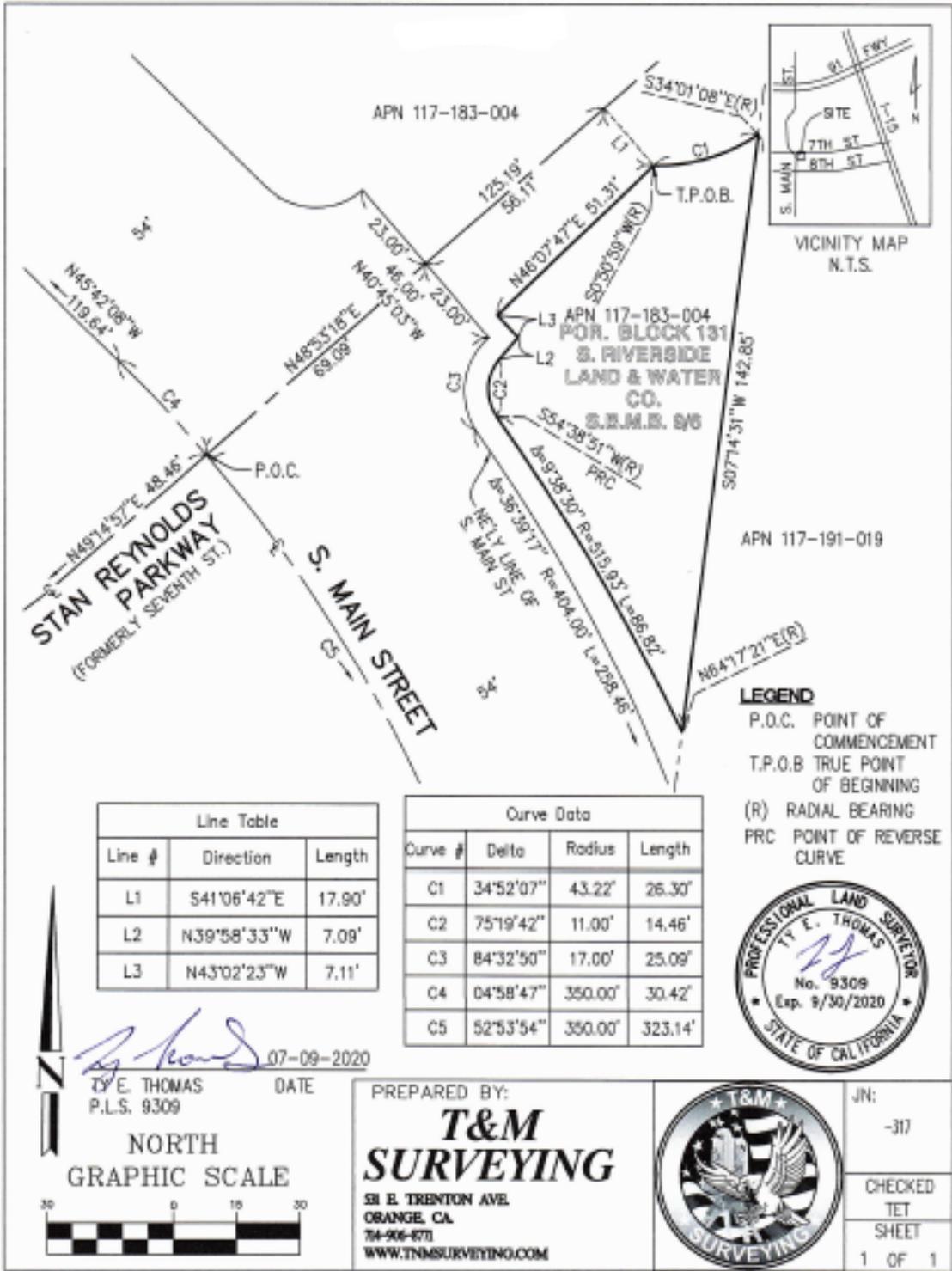
PREPARED BY OR UNDER THE DIRECTION OF



TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE





**EXHIBIT “D”
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)
GRANT DEED FOR PARCEL ONE ACQUISITION**

[SEE ATTACHED FOUR (4) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
City Clerk (Economic Development)
400 S. Vicentia Ave.
Corona, CA 92882

Fee Exempt under Gov. Code Section 27383
Above Space for Recorder's Use

APN's: Portion of 117-183-004
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF CORONA, a California municipal corporation** ("Grantor") hereby grants to **REST AREA, LLC, a California limited liability company** ("Grantee"), the following described real property (the "Property") situated in the County of Riverside, State of California:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____ *****YEAR*****

CITY OF CORONA
a California municipal corporation

By:

EXHIBIT ONLY – DO NOT SIGN

Jacob Ellis
City Manager

Date

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards
City Clerk

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"
To

Grant Deed
For Parcel One Acquisition

**LEGAL DESCRIPTION AND
DEPICTION OF PROPERTY**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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THENCE NORTH 48°53'18" EAST, 109.50 FEET;

THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;

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THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;

THENCE SOUTH 82°56'07" EAST, 88.81 FEET;

THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;

THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF


 TY E. THOMAS
 P.L.S. 9309

07-09-2020
 DATE



**EXHIBIT “E”
TO
AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(AUTHORITY SOUTH MALL OPTION PROPERTY)
GRANT DEED FOR PARCEL TWO ACQUISITION**

[SEE ATTACHED FOUR (4) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
City Clerk (Economic Development)
400 S. Vicentia Ave.
Corona, CA 92882

Fee Exempt under Gov. Code Section 27383
Above Space for Recorder's Use

APN's: Portion of 117-191-019
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF CORONA, a California municipal corporation** ("Grantor") hereby grants to **REST AREA, LLC, a California limited liability company** ("Grantee"), the following described real property (the "Property") situated in the County of Riverside, State of California:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____ **[***YEAR***]**

CITY OF CORONA
a California municipal corporation

By:

EXHIBIT ONLY – DO NOT SIGN

Jacob Ellis
City Manager
Date

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards
City Clerk

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"
To

Grant Deed
For Parcel Two Acquisition

**LEGAL DESCRIPTION AND
DEPICTION OF PROPERTY**

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 125.19 FEET;

THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;

THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";

THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;

THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;

THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;

THENCE NORTH 39°58'33" EAST, 7.09 FEET;

THENCE NORTH 43°02'23" WEST, 7.11 FEET;

THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

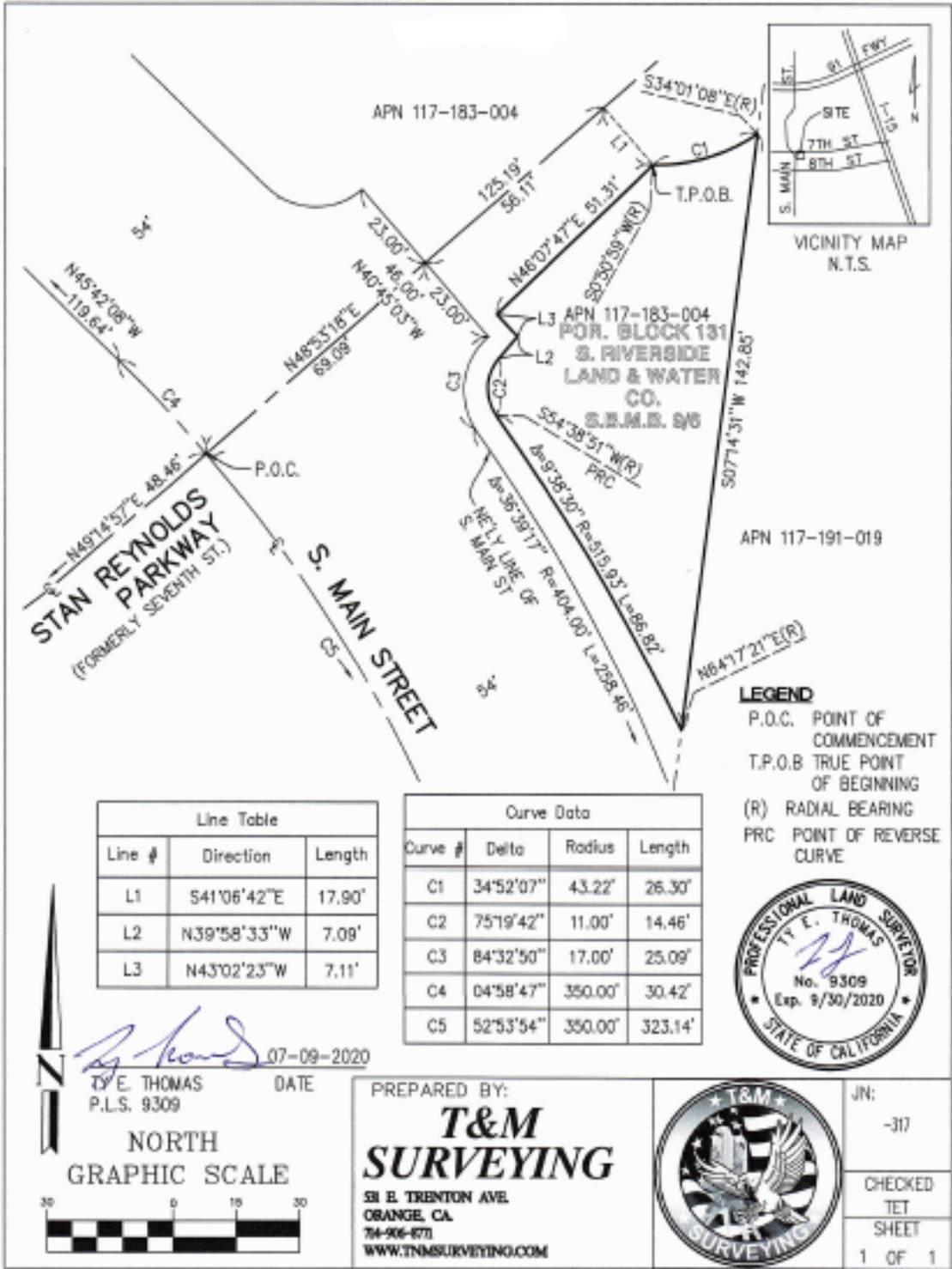
CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF


 T. E. THOMAS
 P.L.S. 9309

07-09-2020
DATE





**EXHIBIT “G”
TO DDA**

**SCHEDULE OF PERFORMANCE
(DEVELOPMENT COVENANT)**

[SEE ATTACHED ONE (1) PAGE]

**EXHIBIT “G”
TO DDA**

SOUTH CORONA MALL SCHEDULE OF PERFORMANCE

ITEM	MILESTONE	RESPONSIBLE PARTY	COMPLIANCE DATE(S)	APPROVED NEW DATE	COMPLETED
1	Effective Date of Corona Mall Property DDA.	N/A	Within 14 days following approval by City Council.	N/A	05-17-17
2	Opening of Escrow.	City and Developer	Within 14 days following execution of the DDA by Parties.	N/A	05-31-17
3	Close of Escrow Pursuant to Section 3.5.3 of the DDA.	City and Developer	180 days after open of Escrow (plus two 90 day extensions)	N/A	06-05-18
4	Developers to begin initial market study – Regularly scheduled monthly meetings with City staff.	Developer	Not later than 60 days after opening of Escrow	N/A	Completed
5	Preliminary Project design and submittal to the City Infrastructure Committee. Project Design to include phasing plan and conceptual master plan.	Developer	Within 180 days following closing of Escrow.	02-06-19	02-06-19
6	Submittal of façade plans to Planning, Building & Public Works for façade improvements of the Authority South Mall Property parcels consistent with the Project design approved by Infrastructure Committee.	Developer	Within 90 days following Infrastructure Committee	07-25-19	07-25-19
7	Building, Planning and Public Works review of the façade improvement plans	City	120 Days after submittal of the plans	11-29-19	3-11-20
8	Obtain building permit for the construction of the façade improvements set forth in the approved façade improvement plans	Developer	7-days after review/approval of facade improvement plans	01-15-21	01-13-21 (First Permit)
9	Commence construction and diligently pursue façade improvements .	Developer	After issuance of building permit	08-10-22	
10	Secure new tenants.	Developer	Concurrent with construction	On-Going	
11	Complete construction of façade.	Developer	22-months from construction commencement date	06-30-24	

**EXHIBIT "H"
TO DDA**

MEMORANDUM OF AGREEMENT

[SEE ATTACHED TWENTY (20) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space above for Recorder’s Use)
Fee Exempt under Gov. Code Section 27383

APNs: 117-143-026	117-151-002	117-191-001
117-143-030	117-151-004	117-191-002
117-143-031	117-151-005	117-191-004
117-143-032	117-151-007	117-191-021
117-143-034	117-151-012	117-191-022
117.143-035	117-151-013	
117-143-038	117-151-014	
117-143-039	117-151-015	117-191-019 (portion of)
117-143-040	117-151-016	117-183-004 (portion of)
	117-151-021	117-143-015 (portion of)
	117-151-022	

Federal ID No.: 95-6000697

**MEMORANDUM OF AGREEMENT
(Third Amended & Restated DDA)**

1. PARTIES AND DATE.

This Memorandum of Agreement (“**Memorandum**”) is dated for reference purposes only as of the 4^h day of October, 2023, and is being entered into by and among REST AREA, LLC, a California limited liability company (“**Developer**”), SUN CIRCLE, LLC, a California limited liability company (“**Sun Circle**”), the CITY OF CORONA, a California municipal corporation (“**City**”) and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”). Developer, City and Authority are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**” throughout this Agreement.

2. RECITALS.

This Memorandum is being entered into with reference to the following facts:

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

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

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

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

2.5 Memorandum Purpose. The purpose of this Memorandum is to provide public notice of the Third Amended and Restated Disposition and Development Agreement (“**Third Amended & Restated DDA**”). This Memorandum is not intended to and does not modify or amend the Third Amended & Restated DDA. In the event of any inconsistencies between the Third Amended & Restated DDA and this Memorandum, the provisions of the Third Amended & Restated DDA shall govern and control. All defined terms in this Memorandum shall have the same meanings ascribed to those terms in the Third Amended & Restated DDA. The terms and conditions set forth in the Third Amended & Restated DDA are incorporated herein by this reference.

2.6 Authority North Mall Property & City Option Property. The Third Amended & Restated DDA concerns, in part, the acquisition, disposition, and development of certain properties situated in the City of Corona, County of Riverside, State of California, referred to in the DDA as the “Authority North Mall Property” and the “City Option Property” (the City Option Property consists of the City Parking Lots and City Common Areas). The Authority North Mall Property and City Option Property are more particularly described in **Exhibit “A”** attached hereto. In addition to other provisions, the Third Amended & Restated DDA provides that the Parties have mutually agreed to unwind the North Mall portion of the Project, and thus as provided for therein the Parties will have no further benefits or obligations with respect to the Authority North Mall Property and the City Option Property.

2.7 Authority South Mall Property. The Third Amended & Restated DDA concerns, in part, the acquisition, disposition, and development of certain properties situated in the City of Corona, County of Riverside, State of California, referred to in the DDA as the “Authority South Mall Property”. The Authority South Mall Property is more particularly described in **Exhibit “B”** attached hereto.

2.8 Authority South Mall Option Property. The Third Amended & Restated DDA grants to Developer the option to purchase certain real property owned by the City situated in the City of Corona, County of Riverside, State of California, referred to in the Third Amended & Restated DDA as the “South Mall Option Property”. The South Mall Option Property is more particularly described in **Exhibit “C”** attached hereto.

3. MEMORANDUM.

Based upon the foregoing Recitals, which are incorporated into this Memorandum by reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

3.1 Recitals. The foregoing Recitals are true and correct.

3.2 Recording Against Properties. This Memorandum shall be recorded against the Authority North Mall Property, Authority South Mall Property and the South Mall Option Property. The Third Amended & Restated DDA shall run with the land and shall be binding on Authority and its successors and assigns to fee ownership of the Authority North Mall Property. The Third Amended & Restated DDA shall run with the land and shall be binding on Developer and its successors and assigns to fee ownership of the Authority South Mall Property.

3.3 Counterparts; Authority. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The City Manager of City and Executive Director of Authority are hereby authorized and directed to execute this Memorandum on behalf of City and Authority, respectively, and to take all necessary actions to implement and enforce the same. The person executing this Memorandum on behalf of Developer and Sun Circle warrants that he has the authority to so execute and bind those parties, and to take all necessary actions to implement and enforce the same.

[SIGNATURES AND NOTARIZATIONS ON FOLLOWING PAGES]

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
TO MEMORANDUM OF AGREEMENT

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

AUTHORITY NORTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

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

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

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

PARCEL 2**ASSESSOR PARCEL NUMBER 117-143-032**

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

PARCEL 3 AND 4**ASSESSOR PARCEL NUMBER: 117-143-038 and ASSESSOR PARCEL NUMBER: 117-143-039**

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

PARCEL 5**ASSESSOR PARCEL NUMBER 117-143-040**

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

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

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

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

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

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

PARCEL 8**ASSESSOR PARCEL NUMBER 117-151-015**

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

PARCEL 9**ASSESSOR PARCEL NUMBER 117-151-005**

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

PARCEL 10**ASSESSOR PARCEL NUMBER: 117-151-004**

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

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

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS DATED JANUARY 23, 1970, EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, A BODY 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.

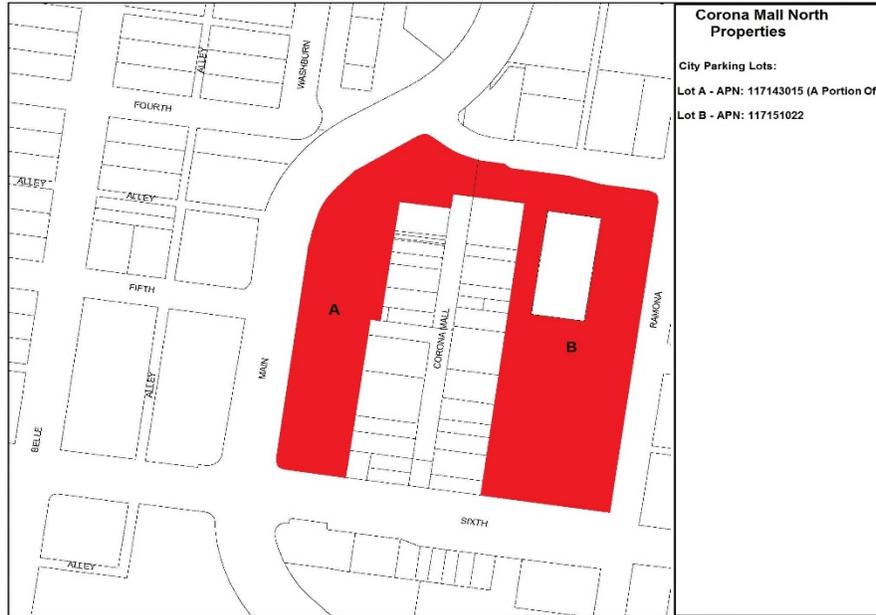
PARCEL 12

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.

CITY OPTION PROPERTY

DEPICTION OF CITY PARKING LOTS



DEPICTION OF CITY COMMON AREAS

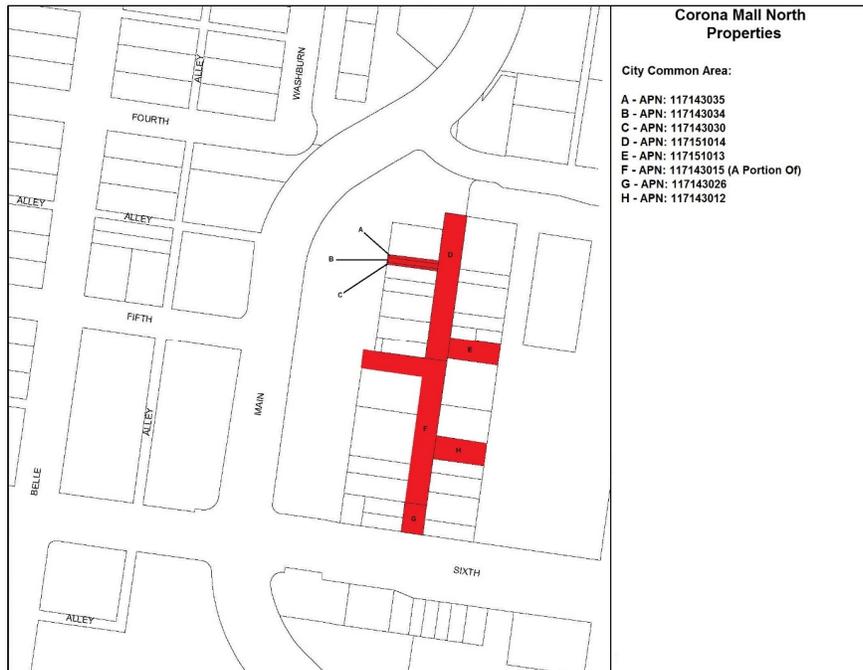


EXHIBIT "B"
TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND DEPICTION OF
AUTHORITY SOUTH MALL PROPERTY

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

PARCEL 1

ASSESSOR PARCEL NUMBER 117-191-022

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

PARCEL 2

ASSESSOR PARCEL NUMBER 117-191-021

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

PARCEL 3**ASSESSOR PARCEL NUMBER 117-191-004**

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

PARCEL 4**ASSESSOR PARCEL NUMBER 117-191-002**

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

PARCEL 5**ASSESSOR PARCEL NUMBER 117-191-001**

THAT PORTION OF MAIN STREET LYING BETWEEN SIXTH STREET AND SEVENTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON FEBRUARY 22, 1972, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED APRIL 6, 1972, AS INSTRUMENT NO. 44527, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY , MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE SOUTH 82°43'52" EAST, ALONG SAI D PARALLEL LINE A DISTANCE OF 15 .02 FEET; THENCE SOUTH 07°16'08" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 82°43'52" WEST, PARALLEL WITH SAID CENTERLINE OF SIXTH STREET. A DISTANCE

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

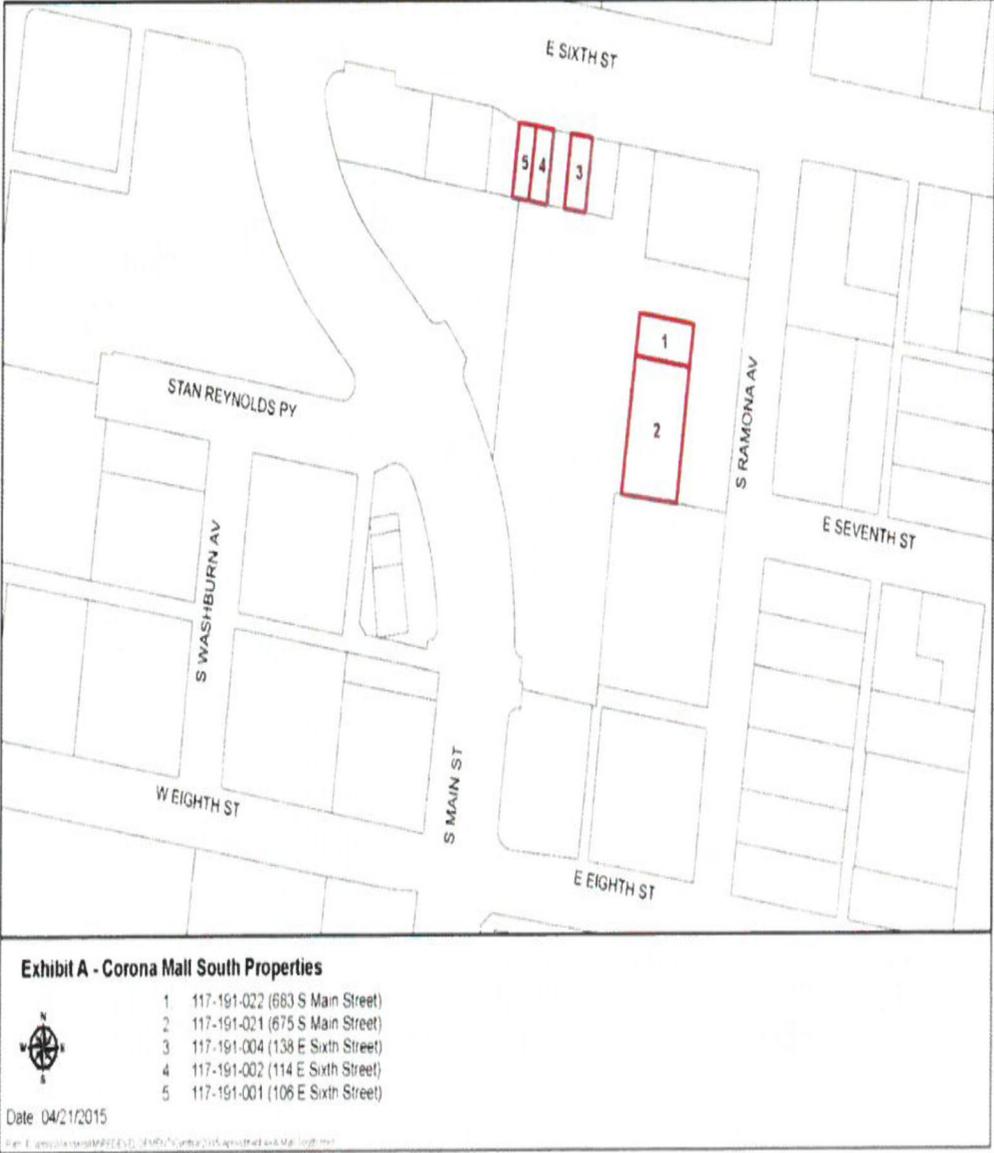


EXHIBIT "C"
TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND
DEPICTION OF SOUTH MALL OPTION PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 109.50 FEET;

THENCE NORTH 41°06'42" WEST, 20.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 48°18'31" WEST, 40.29 FEET TO THE NORTHEASTERLY LINE ON SOUTH MAIN STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 40°45'03" WEST, 3.03 FEET ALONG SAID NORTHEASTERLY LINE TO THE BEGINNING OF A 17.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 40°44'09" EAST;

THENCE SOUTHWESTERLY 5.80 FEET ALONG THE ARC OF SAID CURVE AND NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 19°33'41";

THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 48°37'41" WEST, 91.35 FEET;

THENCE SOUTH 82°56'07" EAST, 88.81 FEET;

THENCE SOUTH 82°30'11" EAST, 9.01 FEET TO THE BEGINNING OF A 47.51 FOOT RADIUS NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°28'40" WEST;

THENCE SOUTHERLY 22.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07" TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,075 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF



TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 131 OF THE MAP OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 6 OF MAPS OF THE OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SOUTH MAIN STREET AND STAN REYNOLDS PARKWAY (FORMERLY WEST SEVENTH STREET, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 61 OF RECORDS OF SURVEY, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SAID COUNTY);

THENCE NORTH 48°53'18" EAST, 125.19 FEET;

THENCE SOUTH 41°06'42" EAST, 17.90 FEET TO THE TRUE POINT OF BEGINNING, BEING THE BEGINNING OF A NON-TANGENT 43.22 FOOT RADIUS CURVE CONCAVE NORTHERLY, TO WHICH A RADIAL LINE BEARS SOUTH 0°50'59" WEST;

THENCE EASTERLY 26.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'07";

THENCE SOUTH 07°14'31" WEST, 142.85 FEET TO THE BEGINNING OF A NON-TANGENT 515.93 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, TO WHICH A RADIAL LINE BEARS NORTH 64°17'21" EAST;

THENCE NORTHWESTERLY 86.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" TO THE BEGINNING OF A REVERSE 11.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO SAID BEGINNING OF CURVE BEARS SOUTH 54°38'51" WEST;

THENCE NORTHERLY 14.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°19'42" TO A POINT OF TANGENCY;

THENCE NORTH 39°58'33" EAST, 7.09 FEET;

THENCE NORTH 43°02'23" WEST, 7.11 FEET;

THENCE NORTH 46°07'47" EAST, 51.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,688 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF


TY E. THOMAS
P.L.S. 9309

07-09-2020
DATE



