

**AGREEMENT PROVIDING FOR ADVANCEMENT OF  
FUNDS FOR COMMUNITY FACILITIES DISTRICT NO.  
2018-1 (BEDFORD) OF THE CITY OF CORONA**

**THIS AGREEMENT** (the “Agreement”) is entered into as of the 1<sup>st</sup> day of July 2020, by and between THE CITY OF CORONA, a California municipal corporation (the “City”) and ARANTINE HILLS HOLDINGS L.P., a Delaware limited partnership (“Owner”).

**RECITALS:**

(A) City and Owner have entered into that certain Funding and Acquisition Agreement (the “Funding Agreement”) dated as of July 1, 2018, for the purposes of forming the District, as defined therein, and to finance the construction and acquisition of certain public facilities described therein.

(B) The purpose of this Agreement is to provide for the advance by Owner of funds to be utilized by the City to pay debt service on the Bonds, defined below, of the District due to a possible shortfall in proceeds of Special Taxes to be received in Improvement Area 1 of the District due to certain delays in the administration of the Special Tax at the County of Riverside.

**IT IS AGREED AS FOLLOWS:**

1. Deposit and Payment of Costs. Owner shall deposit with the City the amount of \$117,540.72 (the “Payment”). The Payment shall be applied by the City to the payment of debt service September 1, 2020, on \$9,000,000 Community Facilities District No. 2018-1(Bedford)(Improvement Area No. 1) of the City of Corona 2018 Special Tax Bonds, Series A (the “Bonds”). The City shall deposit the Payment to the Special Tax Fund established under the Fiscal Agent Agreement (the “Fiscal Agent Agreement”) dated as of July 1, 2018, by and between the City, for and on behalf of the District and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”), and such Payment shall be used in accordance with the terms of the Fiscal Agent Agreement.

2. Reimbursement of Owner for Payment. All amounts deposited by Owner with the City representing the Payment and expended or encumbered pursuant to this Agreement shall be reimbursed to Owner from the proceeds of Special Taxes received from the Supplemental Roll relating to Improvement Area No 1 (the “Supplemental Special Taxes”) without interest; provided; however, that the City shall not reimburse Owner if the Special Taxes from Improvement Area No. 1 on deposit in the Special Tax Fund are not sufficient to pay the next installment of scheduled debt service on the Bonds. Upon the receipt of the next consecutively scheduled installment of Special Taxes and confirmation from the Fiscal Agent that funds are on deposit in the Special Tax Fund sufficient to pay the next scheduled payment of debt service on the Bonds, then the Supplemental Special Taxes shall be returned to the Owner. The City is obligated hereunder to repay the Payment solely from the Supplemental Special Taxes and neither other funds of the City nor proceeds of bonds issued by the District or any Improvement Area are available therefore.

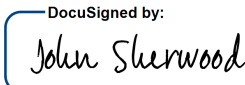
2. Notices. Any written notice, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth in the Funding Agreement.

*(Signatures are on the following page.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

Dated: 6/22/2020

ARANTINE HILLS HOLDINGS L.P.,  
a Delaware limited partnership

By:   
327E3081E09B440...  
John Sherwood  
Vice President Community Development

Dated: \_\_\_\_\_


CITY OF CORONA  
a California municipal corporation

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

ATTEST:

By: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

APPROVED AS TO FORM:

By:   
D21940FF3DF8459...  
Best Best & Krieger LLP  
Bond Counsel

*-Signature Page-  
Agreement Providing for Advancement of Funds*