

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

dated

_____ , 202_

by and between

**CITY OF FONTANA,
a municipal corporation**

as SELLER,

and

**FONTANA INVESTMENT 2023 LLC,
a Delaware limited liability company**

as BUYER

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**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is dated for reference purposes only as of _____, 2025 (the "**Effective Date**"), by and between the CITY OF FONTANA, a municipal corporation ("**Seller**"), and FONTANA INVESTMENT 2023 LLC, a Delaware limited liability company ("**Buyer**"), for the purpose of setting forth the agreement of the parties and to provide instructions to Escrow Agent with respect to the transaction contemplated by this Agreement.

RECITALS

A. Seller is the owner of approximately 0.35 acres of real property located in the City of Fontana (the "**City**"), County of San Bernardino (the "**County**"), State of California, as more particularly described on **Exhibit "A"** attached hereto (the "**Land**"). The Land is included within the definition of the "Real Property", as defined in Section 5.1. The Real Property, together with the "Improvements" and the "Intangible Property" (each as hereinafter defined), are sometimes collectively referred to in this Agreement as the "**Property**".

B. Seller has made the determination that the Land, being surplus land less than one half acre in area and not contiguous to any property owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes, is exempt from compliance with the California's Surplus Land Act ("**SLA**") pursuant to Government Code Section 54221(f)(1)(B). The sale of the Property pursuant to this Agreement is subject to approval by the California Department of Housing and Community Development ("**HCD**") of such determination and Seller having received a determination from HCD that the Land is exempt surplus land under Government Code Section 54221, Subdivision (f)(1)(B) that may be disposed under this Agreement in compliance with the SLA.

C. Seller desires to sell, transfer, and convey the Property to Buyer, and Buyer desires to purchase and acquire the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree and instruct Escrow Agent, as follows:

1. Purchase and Sale. Subject to and in accordance with all of the terms and conditions of this Agreement, Seller agrees to sell, transfer, and convey to Buyer, and Buyer agrees to purchase and take from Seller, fee simple interest in the Property.

2. Purchase Price. The purchase price of the Property is Two Hundred Twenty Five Thousand Dollars (\$225,000.00) (the "**Purchase Price**").

2.1 Deposit. Within three (3) Business Days following the "Opening of Escrow" (as hereinafter defined), Buyer shall deposit into "Escrow" (as hereinafter defined) in immediately available funds the sum of Five Thousand Dollars (\$5,000) (which amount, together with any and all interest earned thereon, shall hereinafter be referred to as the "**Deposit**"). If Buyer fails to deliver the Deposit as and when required, Buyer shall not be deemed in default, but this Agreement shall automatically terminate, and the parties hereto shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement. The Deposit shall be fully refundable through the Due Diligence Termination Date. From and after the delivery by Buyer of the Feasibility Notice, the Deposit shall become non-refundable, except as specifically provided otherwise herein, and shall be credited against the Purchase Price at the Closing.

2.1.1 Refundability of Deposit. In the event that Buyer delivers its Feasibility Notice, but subsequently elects to terminate this Agreement due to (a) a Seller default hereunder, (b) a failure of a Buyer's Condition to Closing, or (c) the occurrence of any other event which by the terms of this Agreement gives rise to Buyer's right to terminate this Agreement and receive a refund of the Deposit, then (i) the Deposit shall be returned by Escrow Agent to Buyer, or to the extent previously released to Seller, refunded to Buyer by Seller, (ii) this Agreement and the Escrow shall terminate, and (iii) the parties shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement. Except as otherwise provided in the previous sentence, the Deposit shall be nonrefundable after the Deposit is released to Seller in accordance with this Agreement.

2.1.2 Interest. The Deposit and any other cash held by Escrow Agent for the benefit of Buyer shall be, at the election of Buyer, held in a federally insured interest-bearing account, and the interest shall accrue to Buyer's benefit.

2.1.3 Independent Consideration. That portion of the Deposit in the amount of One Hundred Dollars (\$100.00) (the "**Independent Consideration**") shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer hereunder, including the right to terminate this Agreement as provided herein. If Buyer elects to terminate this Agreement for any reason other than Seller's default, Seller shall retain the Independent Consideration. The Independent Consideration shall be applicable towards the Purchase Price.

2.2 Balance. At the Closing (as defined in Section 7.1), Buyer shall deposit into Escrow the balance of the Purchase Price, as provided in Section 2, over and above the Deposit by wire transfer or deposit of immediately available federal funds, net of all prorations and adjustments as provided in this Agreement.

3. Escrow.

3.1 Opening of Escrow. Within one (1) Business Day (as hereafter defined) following the mutual execution hereof by Seller and Buyer, Buyer and Seller shall cause an escrow ("**Escrow**") to be opened with Sandra Arellano, Ticor Title Company, Ticor Title Company, 3500 Porsche Way, Ontario, California 91764 ("**Escrow Agent**") by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to Buyer and Seller written

notice of the date of the "Opening of Escrow." As used herein, the term "**Opening of Escrow**" means the day on which Escrow Agent receives a fully executed copy of this Agreement and has notified each party in writing of such receipt.

3.2 Escrow Instructions. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the parties. If required by Escrow Agent, Buyer and Seller shall execute mutually acceptable additional instructions prepared by Escrow Agent. In the event that any other printed escrow instructions are requested of the parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any deed, instrument, or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument, or document shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided.

3.3 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably herein) by either of the parties hereto as expressly allowed under this Agreement (including, without limitation, any deemed termination or cancellation), (a) the Deposit shall be delivered to the party that this Agreement specifies is entitled thereto; (b) all other documents, instruments, and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, and (c) the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. A copy of any notice of termination allowed under this Agreement shall be sent to Escrow Agent by the party electing to terminate.

4. Actions Pending Closing.

4.1 Due Diligence.

4.1.1 Within five (5) days following the Effective Date, Seller shall deliver to Buyer or provide Buyer access to all materials in Seller's possession or control relating to the Property including, but not limited to: (i) copies of the most recent property tax bills and assessments for the Property; (ii) copies of all documents evidencing interests not shown on the Title Report, if any, (iii) a copy of any and all leases, service contracts, easements, licenses, development approvals and/or other agreements related to the Property including, without limitation, contracts for design work on the Property; (iv) any and all existing surveys of the Property; (v) any and all soils reports, reports pertaining to hazardous materials or other environmental conditions or other reports relating to the physical condition of the Real Property; (vi) any and all proposed or existing community facilities, assessment or special district(s), homeowner's association(s), subdivision improvement agreements and bonds, letters of credit or cash deposits to be assigned to or assumed by Buyer at Closing; (vii) any and all cost information associated with the Property, including all in-tract and off-site improvements, connections, and permit/fee information; (viii) any and all engineering documents relating to the Property including, without limitation, plans and specifications prepared for Seller in connection with the development of the Property (the "**Plans and Specifications**"); (ix) any and all other correspondence, reports, studies, permits, approvals or documents relating to the Property, except for (A) Seller's internal

materials, documents, correspondence, and/or analysis (including financial reports) that Seller has determined to be confidential or proprietary in nature, and (B) other information which Seller has determined, in its reasonable discretion, to be confidential or proprietary in nature (collectively, the "**Property Materials**"). In addition, Seller shall promptly deliver to Buyer or provide Buyer access to such other information relating to the Property that is specifically and reasonably requested by Buyer of Seller in writing to the extent such information is in the possession or control of Seller. Notwithstanding anything to the contrary herein, Seller shall only be obligated to provide documents that it knows are within its possession, custody, or control, and Seller shall not have a duty to investigate for purposes of providing Plans and Specifications or Property Materials.

4.1.2 Buyer's Diligence Tests.

4.1.2.1. At all reasonable times from the date of this Agreement to the Closing (or earlier termination of this Agreement), upon delivery to Seller of twenty-four (24) hours prior written notice, Buyer, Diversified Pacific Development Group, LLC, a California limited liability company, Cayman Construction, Inc., a California corporation, and any Permitted Assignee (as defined in Section 14.16 below) and their respective employees, agents, consultants, and contractors (collectively, "**Buyer Permitted Parties**") shall be entitled, at Buyer's sole cost and expense, to: (a) enter onto the Real Property to perform any inspections, investigations, studies, and tests of the Real Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests) that Buyer deems reasonable; (b) review all Property Materials; and (c) investigate such other matters pertaining to the Property as Buyer may desire. Any entry by Buyer onto the Real Property shall be subject to, and conducted in accordance with, all applicable laws. Upon completion of any such testing, Buyer shall immediately restore the Property to substantially the same condition as it existed prior to Buyer's entry under this Section 4.1.2.1. During the term of Escrow, Buyer shall have the right to meet with representatives the governmental agencies having jurisdiction over the Property. Seller shall have the right to have a representative attend each and every meeting with representatives of the governmental agencies having jurisdiction over the Property. Seller shall cooperate with Buyer in its investigation of the Property.

4.1.2.2 Buyer shall indemnify, protect, defend, and hold Seller and Seller's elected officials and employees (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, suits, debts, duties, demands, obligations, losses, damages, liabilities, judgments, costs, fees and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "**Claims**") to the extent arising out of any inspections of the Real Property carried on by or on behalf of Buyer pursuant to the terms hereof; provided, however, that Buyer shall have no responsibility or liability for (a) any adverse condition or defect on or affecting the Property not caused by Buyer or any Buyer Permitted Parties but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any "**Hazardous Materials**" (as hereinafter defined)), other than to the extent Buyer negligently exacerbates any such Hazardous Materials; (b) the results or findings of any inspection or any Claims arising therefrom, including, without limitation, any diminution in value in the Property arising from or relating to matters discovered during Buyer's or any Buyer

Permitted Parties' inspections; (c) Buyer's election to terminate this Agreement as a result of any inspection pursuant to this Agreement; and/or (d) any Claims arising (directly or indirectly) from the gross negligence or willful misconduct of any of the Indemnified Parties.

4.1.2.3 Before any entry onto the Land by Buyer and any Buyer Permitted Parties, Buyer and/or any Buyer Permitted Parties shall secure and maintain, at no expense to Seller, a commercial liability insurance policy with a financially responsible insurance company, covering (a) the activities of Buyer and the Buyer Permitted Parties on or upon the Land, and (b) Buyer's indemnity obligations set forth in this Section 4.1.2. Such certificate shall evidence that such insurance policy has a per occurrence limit of at least One Million Dollars (\$1,000,000), shall name the Indemnified Parties as additional insureds, shall be primary and non-contributing with any other insurance available to Seller, shall be issued on an "occurrence" basis, shall contain a full waiver of subrogation cause, and shall not be cancelable or subject to reduction in coverage except on at least thirty (30) days' prior written notice to Seller as an additional party insured. Buyer and/or the Buyer Permitted Parties shall maintain such insurance coverage in force at all times from the Effective Date to the Closing. In addition, Buyer shall obtain and provide proof of insurance for workman's compensation as required by state law.

4.1.2.4 The provisions of this Section 4 shall survive the Closing or the earlier termination of this Agreement.

4.1.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the date which is forty five (45) days following the Opening of Escrow (the "**Due Diligence Termination Date**"), to terminate this Agreement by delivering a written notice of such termination to Seller and Escrow Agent if Buyer determines, in its sole and absolute discretion, that the Property is not acceptable to Buyer for any reason. Buyer shall indicate its satisfaction and/or waiver of the Due Diligence condition described in this Section 4.1 by delivering written notice of such satisfaction and/or waiver ("**Feasibility Notice**") to Seller and Escrow Agent on or prior to the Due Diligence Termination Date. In the event Buyer fails to timely deliver a Feasibility Notice, then this Agreement and the Escrow shall be automatically deemed terminated. In the event this Agreement is terminated in accordance with this Section, then the Deposit shall be immediately returned to Buyer and the parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. If the Agreement is not terminated on or before the Due Diligence Termination Date, then the Deposit shall be paid to Seller, except to the extent the Buyer is entitled to a refund of the Deposit for an Event of Default by Seller.

4.2 Title.

4.2.1 Deliveries by Seller. Prior to the execution of this Agreement, Ticor Title Company ("**Title Insurer**") issued and delivered to Buyer (a) a preliminary title report for a standard coverage ALTA owner's policy of title insurance for the Real Property (the "**Title Report**"), (b) a map plotting all locatable easements and (c) legible copies of all documents referenced therein (collectively with the Title Report, the "**Title Documents**").

4.2.2 Buyer's Review of Title. Buyer shall have until the date which is thirty (30) days following the Opening of Escrow (the "**Title Approval Date**") to notify Seller in

writing of any objection (the "**Disapproved Exceptions**") that Buyer may have to any matters reported or shown in any survey or the Title Documents or any amendments or updates thereof (a "**Buyer's Objection Letter**") (provided, however, that if any such amendments or updates are received by Buyer after the Title Approval Date, Buyer shall have an additional five (5) days following Buyer's receipt of such amendment(s) or update(s) and copies of all documents referenced therein to notify Seller of objections to matters shown on any such amendment or update that were not disclosed on the previously delivered survey or Title Documents). Matters shown as exceptions to coverage in the Title Report (or any amendment(s) or update(s) thereof) that are approved in writing by Buyer, and matters which are not timely objected to by Buyer as provided above, which shall be deemed approved, shall collectively be referred to as "**Permitted Exceptions**". On or before the fifth (5th) day following Seller's receipt of Buyer's Objection Letter, Seller may elect, by delivering written notice of such election to Buyer and Escrow Agent ("**Seller's Response**"), to cause Title Insurer to remove or insure over any matters objected to in Buyer's Objection Letter. If Seller fails to deliver Seller's Response within the period set forth above, it shall be deemed an election by Seller not to cause Title Insurer to so remove or insure over such objections. If Seller elects or is deemed to have elected not to cause Title Insurer to so remove or insure, or if Buyer determines, in its sole discretion, that any proposed endorsement for or insurance over an objected matter is unsatisfactory, then Buyer must elect, by delivering written notice of such election to Seller and Escrow Agent on or before the earlier to occur of (a) the fifth (5th) day following Buyer's receipt of Seller's Response or (b) if no Seller's Response is received by Buyer, the fifth (5th) day following the date on which Seller shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement, in which case the Deposit shall be immediately returned to Buyer; or (ii) proceed with this transaction, in which event those Disapproved Exceptions that Seller has not elected to cause Title Insurer to so remove or insure shall be deemed to be Permitted Exceptions, except those Disapproved Exceptions that Seller has agreed to cure and the ones described in the last sentence of this Section, which Seller shall have a continuing obligation to remove or eliminate from title as of the Closing. In the event that Buyer fails to make such election on a timely basis, then Buyer shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i).

4.2.3 Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer, and convey to Buyer fee simple title to the Real Property by a duly executed and acknowledged grant deed in the form of **Exhibit "B"** attached hereto (the "**Grant Deed**"), subject only to the Permitted Exceptions.

4.3 Entitlements.

4.3.1 Buyer is purchasing the Property for the purpose of constructing single-family homes and has submitted a development application to the City of Fontana, including Tentative Tract Map No. 20712 (hereafter, the "Project"). Seller and Buyer understand and agree that the lead agency for development entitlements for the Project shall be the City.

4.3.2. Buyer shall, prior to the Close of Escrow, seek and use its commercially reasonable efforts to obtain development entitlements for Buyer's intended Project on the Property, which may include, without limitation, a general plan amendment, specific plan, zone change, tentative tract map(s), final map(s), one or more community facilities district or other

financing districts (collectively, the “**Entitlements**”). Buyer shall have the sole responsibility to secure the Entitlements at Buyer’s sole cost and expense. Notwithstanding the foregoing, Buyer shall not have the right to record any documents against or impose any liabilities, liens or other monetary encumbrances on the Property and bind Seller or the Property, without Seller’s prior written consent, in its sole discretion.

4.3.3. Buyer acknowledges that Seller has not committed itself to the approval of the Project or any related Entitlements, as a whole or to any particular features thereof, whether occurring on or off of the Property, and that Seller retains discretion to consider feasible mitigation measures and alternatives related to the Project and any requested Entitlements (including a “no project” alternative), or impose conditions or disapprove of proposed Entitlements altogether. This Agreement is not intended to be approval of a "project" under the California Environmental Quality Act, Cal. Public Resources Code § 32000 et seq. ("CEQA"). Any project is subject to CEQA review as part of the entitlement process required under Seller’s conditions to Closing, as further set forth below. Buyer acknowledges and assumes the foregoing risk, including but not limited to the fact that Seller is not bound or committed to any definite course of action with respect to the Project or any related Entitlements or any other approvals from the City of Fontana that may be associated therewith.

4.4 Acquisition of Fee Title to Adjacent Properties.

4.4.1 Walnut Property. Buyer and the Fontana Unified School District, a public school district duly organized and existing under the laws of the State of California (“**FUSD**”), as the “District”, are parties to that certain Exchange Agreement and Joint Escrow Instructions dated April 21, 2023 (as assigned and amended, the “**Exchange Agreement**”) whereby Buyer and FUSD agreed, among other things, to exchange certain real property, a portion of which is located to the north of Walnut Street and the south of South Highland Avenue at Knox Avenue in the City of Fontana, as more particularly described on **Exhibit “E”** attached hereto (the “**Walnut Property**”). The Walnut Property is directly adjacent to the Property, and Buyer’s obligation to close under this Agreement is contingent upon the transfer of the Walnut Property to Buyer in accordance with the Exchange Agreement.

4.4.2 Gomez Property. Daniel Gomez, as “seller”, and Buyer, as “buyer”, are parties to that certain Residential Purchase Agreement and Joint Escrow Instructions executed October 31, 2024 (the “**Gomez Purchase Agreement**”) for the purchase of certain real property located directly adjacent to the Property, as more particularly described on **Exhibit “F”** attached hereto (the “**Gomez Property**”). Buyer’s obligation to close under this Agreement is contingent upon the transfer of the Gomez Property to Buyer in accordance with the Gomez Purchase Agreement.

4.5 Construction Access Area. Seller owns certain real property known as Assessor’s Parcel No. 0228-052-24 as depicted on **Exhibit “G”** attached hereto (the “**Construction Access Area**”), which is not being transferred as part of this Agreement. Buyer is currently processing Tentative Tract Map No. 20712 for the development of the Walnut Property (as described in Section 4.4.1 above), which is near the Construction Access Area. To minimize disruption to neighboring properties and reduce interference with vehicular traffic during Buyer’s

development, Buyer desires to obtain from Seller the right to use the Construction Access Area for various purposes, which may include, but are not limited to, construction activities, temporary storage of equipment and materials, staging, mobilization, and the relocation of a public utility easement currently used by AT&T, as shown on **Exhibit "G"**. The parties agree to work in good faith during the Escrow period to negotiate and execute a written agreement granting Buyer non-exclusive access to the Construction Access Area for the purposes set forth above. Seller shall have sole and absolute discretion to determine the final Construction Access Area and the terms and conditions for access by Buyer.

5. Description of Property.

5.1 The Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively: (a) all those certain lots, tracts or parcels of real estate lying and being in the City and being more particularly described on **Exhibit "A"** attached hereto, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto, including, without limitation, all of Seller's right, title and interest in and to the land underlying and the air space overlying any public or private ways or streets crossing or abutting said real estate (herein collectively called the "**Land**"); (b) all, if any, buildings, structures, and other improvements of any and every nature on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements thereon (collectively called the "**Improvements**"); and (c) all, if any, of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all, if any, (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

5.2 The Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, interest, powers, privileges, benefits and options in and to that certain intangible property (if any) owned by Seller or used by Seller in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, interest, powers, privileges, benefits and options if any, in and to: (a) all plats, improvement plans, drawings and specifications (including, without limitation, CAD files), (b) any impact fee credits with, or impact fee payments to, any city, county or municipality in which the Land is located arising from any construction of improvements, or dedication or contribution of property, by Seller, or its predecessor in title or interest, related to the Land or Improvements, (c) any development rights, allocations of development density or other similar rights allocated to or attributable to the Land or the Improvements, and (d) any utility capacity allocated to or attributable to the Land or the Improvements, whether the matters described in the preceding clause (b), (c) and (d) arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties; (e) all reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (f) all transferable site, landscaping or other permits, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property; and

(g) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

6. Conditions to Closing.

6.1 Buyer's Closing Conditions. The obligation of Buyer to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Seller at the Closing) (the "**Buyer's Closing Conditions**"), which conditions may be waived by Buyer only in a writing executed by Buyer:

6.1.1 Title. Title Insurer shall be irrevocably and unconditionally prepared and committed to issue to Buyer a standard coverage ALTA owner's policy of title insurance ("**Standard ALTA Policy**") in favor of Buyer for the Real Property to be acquired by Buyer at the Closing (a) showing fee title to the subject Real Property vested in Buyer, (b) with liability coverage in an amount equal to the Purchase Price, (c) with those endorsements reasonably requested by Buyer (provided that such endorsements are available in the State of California and are paid for in accordance with the terms in this Agreement), and (d) containing no exceptions other than the Permitted Exceptions (the "**Owner's Title Policy**"). Notwithstanding the foregoing, Buyer shall have the right to obtain an extended coverage ALTA owner's policy of title insurance ("**Extended ALTA Policy**") provided (i) Buyer pays the additional premium for such policy (ii) Buyer, at its sole cost and expense, obtains any survey, express map or other such instrument as required by Title Insurer for the issuance of extended coverage policy or Buyer agrees to accept Title Insurer's standard survey exception, and (iii) the issuance of the Extended ALTA policy shall not constitute a condition precedent to the Closing and shall not delay the Closing.

6.1.2 Seller's Due Performance. All of the representations and warranties of Seller set forth in this Agreement shall be true, correct, and complete in all material respects as of the Closing Date, and Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Seller to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.1.3 No Leases. At the Closing, all lessees, tenants, and occupants, if any, must have vacated the Real Property so that sole and exclusive possession of the Real Property being conveyed at the Closing can be provided to Buyer.

6.1.4 No Moratorium. There shall be no moratorium, prohibition, or any other measure, rule, regulation, restriction or limitation imposed by any governmental authority or private entity, restricting the availability of gas, sanitary sewer, water, electricity, telephone or cable television to the Property or restricting or precluding any inspections, or the issuance of any building or other permits, certificates of occupancy or other right or entitlement whose effect would be to preclude the construction, sale and occupancy of single-family homes on the Property as contemplated by Buyer; and

6.1.5 No Changes. The Property shall be in substantially the same physical condition on the Closing Date as existed on the Opening of Escrow, ordinary wear and tear excepted.

6.1.6 New Encumbrances. Seller shall not have encumbered or granted any interest in or to the Property to any party for any reason whatsoever, include the grant or dedication of any easements, any security interest or otherwise burden the title or use of the Property after the Opening of Escrow.

6.1.7 Feasibility Notice. Buyer shall have delivered the Feasibility Notice pursuant to Section 4.1.3.

6.1.8 Acquisition of Fee Title to the Adjacent Properties. Buyer shall either be prepared to concurrently acquire, or shall have acquired, fee title to the entirety of the Walnut Property and the Gomez Property, as defined in and pursuant to Section 4.4.

6.1.9 Exemption from SLA. Receipt by Seller of a determination from HCD that the Land is exempt surplus land under Government Code Section 54221, Subdivision (f)(1)(B) that may be disposed under this Agreement in compliance with the SLA.

6.1.10 Environmental Review. Seller's completion of the necessary environmental review in accordance with the CEQA for the Project or any Entitlements in connection with Buyer's acquisition of the Property.

6.1.11 Entitlements. Buyer shall have received all discretionary approvals and assurances from all appropriate governmental entities, including but not limited to the City of Fontana, for the Project and any related Entitlements.

6.2 Failure of Buyer's Closing Conditions. If any of Buyer's Closing Conditions described in Section 6.1 above have not been fulfilled within the applicable time periods, Buyer may:

6.2.1. Waive the unfulfilled Buyer's Closing Condition and close Escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or

6.2.2 Terminate this Agreement by written notice to Seller and Escrow Agent, in which event (a) unless the failure of any applicable Buyer's Closing Condition is caused by a Buyer default, in which event Seller shall be entitled to pursue its rights and remedies pursuant to the terms of Section 12.2, the Deposit shall be immediately returned to Buyer; provided, however, the Deposit shall be paid to Seller if the close of Escrow does not occur on or before Outside Closing Date solely on the basis of the failure of the condition set forth in Section 6.1.8, and (b) to the extent that the failure of any applicable Buyer's Closing Condition is caused by a Seller default, Buyer shall be entitled to pursue its rights and remedies pursuant to the terms of Section 12.1.

6.3 Seller's Closing Conditions. The obligation of Seller to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Buyer at the Closing) (the "**Seller's Closing Conditions**"), which conditions may be waived by Seller only in a writing executed by Seller:

6.3.1 Buyer's Due Performance. All of the representations and warranties of Buyer set forth in this Agreement shall be true, correct, and complete in all material respects as of the applicable Closing Date, and Buyer, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Buyer to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.3.2 Exemption from SLA. Receipt by Seller of a determination from HCD that the Land may be disposed as "exempt surplus" under Government Code Section 54221, Subdivision (f)(1)(B).

6.3.3 Government Code § 65402 Compliance. The Planning Commission for the City of Fontana shall have determined that the disposition is consistent with the general plan, as required by Government Code § 65402.

6.3.4 Environmental Review. Seller's completion of the necessary environmental review in accordance with the CEQA for the Project or any Entitlements in connection with Buyer's acquisition of the Property.

6.3.5. Entitlements. Buyer shall have received all discretionary approvals and assurances from all appropriate governmental entities, including but not limited to the City of Fontana, for the Project and any related Entitlements.

6.3.6 Acquisition of Fee Title to the Adjacent Properties. Buyer shall have acquired fee title to the entirety of the Walnut Property and the Gomez Property, as defined in and pursuant to Section 4.4.

7. Closing.

7.1 Closing Date. Subject to the terms and provisions of this Agreement, the Closing shall occur on or before the earlier of (i) fifteen (15) days following the satisfaction or written waiver of each of Buyer's and Seller's Closing Conditions described in Section 6 or (ii) twenty four (24) months following Buyer's delivery of its Feasibility Notice (the "**Outside Closing Date**"). Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to two (2) additional periods of six (6) months each, in each case by delivering to Escrow Agent and Seller, at least thirty (30) days prior to the previously scheduled Outside Closing Date, written notice of such extension (each, an "**Extension Notice**") and delivering to Escrow Agent in immediately available funds the additional sum of Five Thousand Dollars (\$5,000) (which amount, together with any and all interest earned thereon, shall hereinafter each be referred to an "**Extension Deposit**", and collectively, the "**Extension Deposits**"). Each Extension Deposit, when made, shall become part of the Deposit, shall be nonrefundable except in the event of a Seller default, and shall be applicable to the Purchase Price at Closing. As used herein, the following terms shall have the following meanings: the "**Closing**" shall mean the recordation of the Grant Deed for the Property in the official records of the County (the "**Official Records**"); and the "**Closing Date**" shall mean the date upon which the Closing actually occurs. In the event Escrow has failed to close by the Outside Closing Date, any party not then in default under the terms of this Agreement may terminate this Agreement upon written notice to the other party and Escrow

Agent, whereupon, subject to the terms of Sections 12.1 and 12.2, as may be applicable, the Deposit shall be returned to Buyer and neither party shall have any further obligation to the other except for such obligations under this Agreement which by their terms survive such termination. The Closing shall constitute approval by each party of all matters to which such party has a right of approval and a waiver of all conditions precedent.

7.2 Deliveries by Seller. On or before one (1) Business Day prior to the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.2.1 Grant Deed. The Grant Deed conveying the Real Property to Buyer in the form attached hereto as **Exhibit "B"** (the "**Grant Deed**");

7.2.2 Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as **Exhibit "C"** (the "**Non-Foreign Affidavit**");

7.2.3 State Affidavit. A California Franchise Tax Board Form 593 (the "**State Affidavit**");

7.2.4 General Assignment. A general assignment to Buyer of the Intangible Property in the form attached hereto as **Exhibit "D"** (the "**General Assignment**");

7.2.5 Owner's Affidavit. Any reasonable owner's affidavits and/or indemnification agreements and/or seller's certificate duly executed by Seller in the form customarily required by title insurance companies in the County, in connection with the issuance of title insurance, to remove standard exceptions for mechanic's, laborer's or materialman's liens, the gap period from the latest title update of Buyer's title insurance commitment and parties in possession;

7.2.6 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, in a form and substance as may be reasonably required by Title Insurer or Escrow Agent; and

7.2.7 Other. Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement.

7.3 Deliveries by Buyer. On or before one (1) Business Day prior to the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.3.1 Purchase Price. Cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price, as set forth in Section 2, less the Deposit as set forth in Section 2.1 and all of Buyer's share of the Closing Costs (and otherwise sufficient to close the transaction contemplated herein);

7.3.2 Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, in a form and substance as may be reasonably required by Title Insurer or Escrow Agent; and

7.3.3 Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from Buyer or Seller of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when Buyer and Seller have deposited into Escrow the documents and funds required by this Agreement and Title Insurer is irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy in accordance with the terms hereof, Escrow Agent shall, in the order and manner herein below indicated, take the following actions:

7.4.1 Recording. Cause the Grant Deed and any other documents customarily recorded and/or that the parties hereto may mutually direct to be recorded in the Official Records and obtain conformed copies thereof for distribution to Buyer and Seller.

7.4.2 Funds. Disburse all funds as follows:

7.4.2.1 Pursuant to the "Closing Statement" (as hereinafter defined), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Insurer the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled thereto the amount of any other Closing Costs;

7.4.2.2 Disburse to Seller an amount equal to the Purchase Price less an amount equal to that portion of the Deposit released to Seller, less or plus the net debit or credit to Seller by reason of the proration and allocations of Closing Costs provided for in this Agreement; and

7.4.2.3 Disburse to the party who deposited the same any remaining funds in the possession of Escrow Agent after the payments pursuant to Sections 7.5 and 7.6 have been completed.

7.4.3 Delivery of Documents. Deliver: (a) to Seller (i) one original of all documents deposited into Escrow (other than the Grant Deed, the other documents recorded pursuant to the terms of this Agreement, the Non-Foreign Affidavit, the State Affidavit and the

General Assignment), (ii) one copy of the Non-Foreign Affidavit, the State Affidavit and the General Assignment, and (iii) one conformed copy of each document recorded pursuant to the terms of this Agreement; and (b) to Buyer, (i) one original of all documents deposited into Escrow (other than the Grant Deed and the other documents recorded pursuant to the terms of this Agreement, but including, without limitation, the General Assignment, Non-Foreign Affidavit and the State Affidavit), and (ii) the one conformed copy of each document recorded pursuant to the terms of this Agreement. Originals of any documents recorded at Closing shall be delivered after such recording as indicated thereon.

7.4.4 Owner's Title Policy. Cause Title Insurer to issue or be irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy to Buyer.

7.5 Prorations/Appportionment.

7.5.1 Method of Proration. All state, city and county taxes and assessments levied or imposed upon or assessed against the Property for the year in which the Closing occurs shall be prorated between Buyer and Seller as of the Closing Date based on a 365-day year. In the event Seller has paid only a portion of the taxes billed for the year in which Closing occurs due to the pendency of a protest of such taxes, then, in connection with Closing, Seller shall deposit with Escrow Agent an amount equal to Seller's pro rata share of the resulting underpayment. Any such deposit with Escrow Agent shall be held in escrow by Escrow Agent pending final resolution of such protest, pursuant to escrow instructions reasonably acceptable in form and substance to Buyer, Seller, Escrow Agent and their respective counsel. All non-delinquent real estate taxes and assessments levied or imposed upon or assessed against the Property shall be prorated based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the parties shall make any necessary adjustment after the Closing by cash payment to the party entitled thereto within ten (10) days following delivery of written demand therefor by the requesting party to the other party together with a copy of such tax bill so that Seller shall have borne all real property taxes, including all supplemental taxes, allocable to the period prior to the Closing and Buyer shall bear all real property taxes, including all supplemental taxes, allocable to the period from and after the Closing.

7.5.1.1 If any expenses attributable to the Property and allocable to the period prior to a Closing are discovered or billed after such Closing, the parties shall, working cooperatively and in good faith, make any necessary adjustment after the Closing by cash payment to the party entitled thereto within ten (10) days following delivery of written demand therefor by the requesting party to the other party together with copies of invoices for such expenses so that Seller shall have borne all expenses allocable to the period prior to the Closing and Buyer shall bear all expenses allocable to the period from and after the Closing. However, in all instances the parties shall make all such adjustments not later than one hundred and eighty (180) days after the Closing.

7.5.1.2 In the event that the amount of any item to be prorated is not determinable at the time of the Close of Escrow, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item, subject to the time limitations

set forth in Section 7.5.1.1 above, promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at the Close of Escrow and the actual amount subject to proration. In the event any prorated item is due and payable at the time of the Close of Escrow, the same shall be paid at the Close of Escrow. If any prorated item is not paid at the Close of Escrow, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this paragraph, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Buyer.

7.5.2 Survival. The obligations under this Section 7.5 shall survive the Closing and the delivery and recordation of the Grant Deed for the Property.

7.6 Closing Costs. Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs (the "**Closing Costs**"), which shall be allocated between the parties as follows:

7.6.1 Seller shall pay the cost of any transfer tax required to be paid pursuant to this transaction;

7.6.2 Escrow Agent's escrow fees and costs shall be paid one-half by Seller and one-half by Buyer;

7.6.3 The cost of the Owner's Title Policy attributable to the standard coverage portion of the ALTA owner's policy of title insurance shall be paid by Seller;

7.6.4 The cost of the Owner's Title Policy attributable to the extended coverage portion of the ALTA owner's policy of title insurance, if any, shall be paid by Buyer;

7.6.5 The cost of any endorsements to the Owner's Title Policy shall be paid by Buyer or Seller if Seller has agreed to provide any endorsements in accordance with this Agreement; and

7.6.6 All recording fees and other closing fees and costs shall be charged to and paid by Seller and Buyer in accordance with customary practices in the County.

7.7 Closing Statement. Five (5) days prior to the Closing Date, Escrow Agent shall deliver to each of the parties for their review and approval a preliminary closing statement (the "**Preliminary Closing Statement**") setting forth: (a) the proration amounts allocable to each of the parties pursuant to Section 7.5.1; and (b) the Closing Costs allocable to each of the parties pursuant to Section 7.6. Based on each of the party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and deliver a final, signed version of a closing statement to each of the parties at the Closing (the "**Closing Statement**").

7.8 Deliveries Outside of Escrow. Upon the Closing, Seller shall deliver sole and exclusive possession of the Property to Buyer, subject only to the Permitted Exceptions. Further, Seller hereby covenants and agrees to deliver to Buyer, upon the Closing, the Intangible Property, including, without limitation, the original Property Materials. This Section 7.8 shall survive the Closing.

8. Seller's Representations and Warranties. Seller represents and warrants to and agrees with Buyer, as of the Effective Date and as of the Closing Date, as follows:

8.1 Seller's Authority; Validity of Agreements. Seller has full lawful right, power, capacity and authority to sell the Property to Buyer in accordance with the terms, provisions and conditions of this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

8.2 Litigation. There is no litigation, arbitration, actions, suits or proceedings pending or to Seller's actual knowledge threatened against, by or affecting Seller or any of its officers, directors, trustees, executors or beneficiaries which affect title to the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property, or which question the validity or enforceability of this Agreement or of any action taken by Seller or any of its officers, directors or beneficiaries under this Agreement, in any court or before any governmental authority, domestic or foreign.

8.3 Due Execution; No Breach. The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts of Seller necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the organizational documents of Seller; and this Agreement, and the covenants and agreements of Seller under this Agreement, are the valid and binding obligations of Seller, enforceable in accordance with their terms.

8.4 No Indebtedness. On the Closing Date, there will be no indebtedness to any contractor, laborer, mechanic, materialman, architect, engineer or any other person for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the

Property for which any such person could claim a lien against the Property. In furtherance hereof, Seller agrees to pay in full any contractors, subcontractors, consultants, engineers, architects, authorities or others who performed work for or on behalf of Seller in connection with the Property.

8.5 No Violations of Environmental Laws. To Seller's knowledge and except as disclosed in the Property Materials: (a) the Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"); (b) the Property has not been subject to a deposit of any Hazardous Substance; (c) neither Seller nor any third Party has used, generated, manufactured, stored, or disposed in, at, on, or under the Property any Hazardous Substance; and (d) there is not now in, on, or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Seller hereby assigns to Buyer as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Seller may have against any third-party or parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Property. For purpose of this Agreement, the term "**Hazardous Substance**" shall be deemed to include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws including, without limitation, per- and polyfluoroalkyl substances (PFAS).

8.6 No Other Commitments. Except as may be disclosed in the Title Report, Seller has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property, and Seller shall not make any such commitment or representation that would affect the Property or any portion thereof, without Buyer's written consent.

8.7 No Default. Seller is not aware of any default under the provisions of any deed of trust, mortgage, or other encumbrances, liens, or restrictions that affect the Property. Seller shall pay all amounts when due with regard to the Property until Closing.

8.8 Property Materials. Seller is not aware of any material defects, deficiencies, or inaccuracies in any of the Property Materials.

8.9 Third-Party Rights. Seller has not entered into any agreements currently in effect pursuant to which Seller has granted any rights of first refusal to purchase all or any part of the Property, options to purchase all or any part of the Property or other rights whereby any individual or entity has the right to purchase all or any part of the Property.

8.10 Taxes and Special Assessments. To the Seller's knowledge, except as set forth in the preliminary title report or the Property Materials, the Property is not within an assessment district, communities facilities district or any other special taxing district, nor has any application been made or submitted for the creation of any special taxing district with respect to the Property or the annexation of the Property thereto. To the Seller's knowledge, the Seller has not received notice, either oral or written, and has no knowledge that any governmental authority

or quasi-governmental authority intends to commence construction of any special or off-site improvements affecting the Property or impose any special or other assessment against the Property in connection therewith. To the Seller's knowledge, the Seller has not received any oral or written notification from any governmental authority or quasi-governmental authority having jurisdiction over the Property requiring any work to be done on or affecting the Property.

8.11 Request for Approval of SLA Exempt Surplus Land Declaration. Following the declaration of the Property as exempt surplus land, Seller will submit the approved resolution to HCD for approval.

8.12 Survival. All of the representations, warranties, and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of twelve (12) months. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue. From and after the Effective Date, Buyer and Seller shall advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 8 is, or has become, untrue in any material respect. Seller shall have up to thirty (30) days from receipt of Buyer's written notice to attempt to remedy the breach or inaccuracy in such representation or warranty, or such additional period as is reasonably necessary to effect such remedy, provided Seller commences such remedy within such thirty (30) day period and diligently pursues the same to completion. In the event Seller is unwilling or unable to remedy such inaccuracy within such period, Buyer shall have the right, exercisable by giving written notice to Seller and Escrow Agent within five (5) Business Days after the expiration of Seller's cure period, either (i) to terminate this Agreement, receive the return of the entire Deposit (including any amounts which would otherwise have been non-refundable), or (ii) to consummate the transaction contemplated by this Agreement, provided that if the breach or inaccuracy of Seller's representation or warranty is due to Seller's breach or default, then Buyer shall also have the rights and remedies set forth in Section 12.1.

8.13 Seller's Knowledge. For purposes of this Section 8, Seller's knowledge shall mean the actual knowledge of Ray Ebert, Deputy City Manager ("City's Representative"), personally, or their replacement in the event they are no longer employed by Seller, as of the Effective Date and as of the Closing Date, without duty of inquiry or investigation. Seller represents and warrants that City's Representative is the representative of Seller with the most knowledge of the Property and the subject matter of Seller's representations and warranties set forth in this Section 8.

8.14 Prevailing Wages.

8.14.1 Buyer acknowledges that the City has not made any representation, express or implied, to Buyer or any person associated with Buyer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. Buyer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

8.14.2 Buyer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. Buyer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 8.14, which reads as follows:

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

BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION.

Buyer's Initials

8.15 Indemnity. In addition to any other specific indemnification or defense obligations of Buyer set forth in this Agreement, except for (i) Seller's breach of this Agreement, (ii) the untruth or inaccuracy of any of Seller's express representations, (iii) the gross negligence or willful misconduct of Seller or any Indemnified Parties, (iv) any personal injury or tort claims brought by any third parties arising or occurring prior to the Closing, provided such personal injury or tort does not arise from and is not caused by the acts or omissions of Buyer or its agents or contractors; (v) any matter relating to hazardous substances located on the Land prior to the Closing unless caused by Buyer (collectively, the "**Excluded Claims**"), Buyer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City) and hold harmless the Indemnified Parties from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of Buyer or Buyer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by Buyer related to this Agreement, the Property, or the

Project, or any authority or obligation exercised or undertaken by Buyer under this Agreement. Without limiting the generality of the foregoing, Buyer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of Buyer by any person or entity

9. Buyer's Representations and Warranties. Buyer represents and warrants to and agrees with Seller, as of the Effective Date and as of the Closing Date, as follows:

9.1 Due Organization. Buyer is a Delaware limited liability company duly organized, validly existing, authorized to do business in the State of California, and in good standing under the laws thereof.

9.2 Buyer's Authority; Validity of Agreements. Buyer has full lawful right, power, capacity and authority to purchase and acquire the Property from Seller in accordance with the terms, provisions and conditions of this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer has/have the legal power, right, and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by Buyer in connection with this Agreement shall be, duly authorized, executed, and delivered by Buyer and the valid, binding, and enforceable obligations of Buyer (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which Buyer is a party or to which Buyer is subject.

9.3 Survival. All of the representations, warranties, and agreements of Buyer set forth in this Section 9 shall be true upon the Effective Date, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Grant Deed and the Closing for a period of twelve (12) months (the "**Limitation Period**"). Prior to a termination of this Agreement, Buyer shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Buyer's representations or warranties to become untrue. The Limitation Period shall apply to known and unknown breaches of such obligations of Seller. Buyer specifically acknowledges that such termination of liability at the expiration of the Limitation Period represents a material element of the consideration to Seller under this Agreement.

10. AS-IS. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY AND, SPECIFICALLY, THIS PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE GRANT DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY SELLER AT THE CLOSING (THE "**EXPRESS REPRESENTATIONS**"), NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, REPRESENTATIVES, ELECTED OFFICIALS OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH

RESPECT TO THE PROPERTY; AND (C) THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS AND SELLER'S COVENANTS IN THIS AGREEMENT. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS HEREOF, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE AND, ACCORDINGLY, SUBJECT TO THE EXPRESS REPRESENTATIONS AND SELLER'S COVENANTS IN THIS AGREEMENT, BUYER WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY.

11. RISK OF LOSS.

11.1 Condemnation. If, prior to the Closing, all or any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, Buyer shall have the right to participate in any proceedings and negotiations with respect to the taking and any transfer in lieu of taking (and Seller shall not consummate any transfer in lieu of taking without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). If Buyer waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of all awards for the taking (and any consideration for any transfer in lieu of taking) actually received by Seller; and (ii) assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to any future awards for the taking (and any consideration for any transfer in lieu of taking); and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

11.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, contamination by hazardous materials or other casualty shall be borne and assumed by Seller. If, prior to the Closing, any portion of the Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, contamination by hazardous materials or other casualty, Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of any such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, Buyer shall have the right to participate in any adjustment of the insurance claim. If Buyer waives the right to terminate this Agreement and elects to proceed with

the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must either: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of any insurance proceeds actually received by Seller plus the amount of any deductible under Seller's insurance; or (ii) if no insurance proceeds have been received by Seller, assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to the insurance proceeds and credit Buyer against the Purchase Price for any deductible payable under Seller's insurance policy; and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

12. Remedies.

12.1 Default by Seller. IF ESCROW FAILS TO CLOSE DUE TO SELLER'S DEFAULT UNDER THIS AGREEMENT, THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE:

(a) TO TERMINATE THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE SELLER AND ESCROW AGENT (IN WHICH CASE, EXCEPT AS OTHERWISE SET FORTH HEREIN AS EXPRESSLY SURVIVING A TERMINATION OF THIS AGREEMENT AND THE PARTIES' DUTIES UNDER THIS SECTION, THE RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS OF BUYER AND SELLER UNDER THIS AGREEMENT SHALL FORTHWITH TERMINATE WITHOUT FURTHER LIABILITY) AND RECOVER THE DEPOSIT. SELLER SHALL PAY ANY CANCELLATION CHARGES DUE TO ESCROW AGENT AND THE TITLE INSURER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND BUYER HEREBY WAIVES ANY AND ALL RIGHT TO PURSUE SUCH DAMAGES; OR

(b) BUYER MAY INSTITUTE AN ACTION (WITHOUT THE NECESSITY OF PROVING IRREPARABLE HARM OR POSTING SECURITY) (A "SPECIFIC PERFORMANCE ACTION") SEEKING SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT AND RECORD AND MAINTAIN AGAINST THE PROPERTY A NOTICE OF LIS PENDENS IN ACCORDANCE WITH APPLICABLE LAW SO LONG AS BUYER SHALL HAVE FILED THE SPECIFIC PERFORMANCE ACTION WITHIN NINETY (90) DAYS OF THE DATE THE CLOSING WAS TO HAVE OCCURRED. NOTWITHSTANDING THE FORGOING, IF SPECIFIC PERFORMANCE IS NOT AVAILABLE TO BUYER DUE TO THE INTENTIONAL ACTIONS OF THE SELLER OR ANY PARTY ACTING ON BEHALF OF OR WITH AUTHORITY OF THE SELLER THEN BUYER MAY SEEK ANY REMEDIES AVAILABLE AT LAW OR IN EQUITY AND TO RECOVER ITS ACTUAL, OUT-OF-POCKET DAMAGES FROM SELLER EXERCISING ALL AVAILABLE REMEDIES.

IF BUYER RECOVERS LIQUIDATED DAMAGES IN ACCORDANCE WITH SECTION 12.1(a), SUCH AMOUNTS SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF BUYER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR SELLER'S FAILURE TO CLOSE ESCROW.

THE FOREGOING SHALL NOT LIMIT BUYER'S RIGHTS OR REMEDIES (WHETHER ARISING AT LAW OR IN EQUITY) TO RECEIVE REIMBURSEMENT FOR REASONABLE ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH THIS AGREEMENT OR FOR ANY CLAIMS RELATING TO SELLER'S WILLFUL MISCONDUCT OR FRAUD, NOR WAIVE OR AFFECT BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER ANY SECTION HEREIN WHICH STATES THAT AN OBLIGATION ON THE PART OF SELLER TO INDEMNIFY AND/OR DEFEND BUYER.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE AND AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN OR UNKNOWN, IT WOULD BE EXTREMELY DIFFICULT, COSTLY AND IMPRACTICAL TO ESTABLISH DAMAGES FOR EITHER PARTY. ACCORDINGLY, BOTH BUYER AND SELLER, BY THEIR RESPECTIVE INITIALS SET FORTH BELOW, DO HEREBY ACKNOWLEDGE AND AGREE THAT TERMS SET FORTH IN THIS SECTION 12.1 ARE NEGOTIATED AND REASONABLE.

Buyer's Initials _____ Seller's Initials _____

12.2 Default by Buyer. IF BUYER SHALL BREACH ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR OTHERWISE FAIL TO PERFORM ANY OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, AND IF SUCH FAILURE CONTINUES FOR TEN (10) BUSINESS DAYS AFTER SELLER PROVIDES BUYER AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF (EXCEPT THAT THIS NOTICE AND OPPORTUNITY TO CURE SHALL BE FIVE (5) BUSINESS DAYS WITH RESPECT TO BUYER'S FAILURE TO TIMELY MAKE ANY CLOSING DELIVERIES PURSUANT TO SECTION 7.3 HEREOF), THEN SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT, CANCEL THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR THE ACCEPTANCE OF THIS AGREEMENT AND FOR TAKING THE PROPERTY OFF THE MARKET, AND NOT AS A PENALTY. BUYER AND SELLER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ANY OF ITS OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES IS AN AMOUNT EQUAL TO THE DEPOSIT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IF BUYER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE DEFAULTS HEREUNDER, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. SELLER AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE, TO WHICH SELLER OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY. THE PAYMENT AND RETENTION OF THE DEPOSIT TOGETHER WITH SELLER'S ENTITLEMENT COSTS INCURRED BY SELLER AS OF THE DATE OF SUCH TERMINATION AS LIQUIDATED DAMAGES IS NOT INTENDED AS A

FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. BUYER AND SELLER SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION BY INITIALING THIS PARAGRAPH IN THE APPROPRIATE SPACES PROVIDED BELOW:

Seller's Initials

Buyer's Initials

13. Broker and Consultant Fees. Each of Buyer and Seller hereby represents and warrants to and agrees with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission, or other similar compensation shall or may become due or payable in connection with the transaction contemplated hereby. Seller shall indemnify, defend, protect, and hold Buyer harmless for, from, and against any and all Claims incurred by Buyer by reason of any breach or inaccuracy of the representation, warranty, and agreement of Seller contained in this Section. Buyer shall indemnify, defend, protect, and hold Seller harmless from and against any and all Claims incurred by Seller by reason of any breach or inaccuracy of the representation, warranty, and agreement of Buyer contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement and shall not merge therein.

14. Miscellaneous Provisions.

14.1 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in San Bernardino County, California in any action related to or arising under this Agreement.

14.2 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

14.3 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

14.4 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Buyer: Fontana Investment 2023 LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: Matthew A. Jordan
Telephone: (909) 481-1150
Email: mjordan@diversifiedpacific.com

With a copy to: Randall Coffee & Humphrey LLP
3200 Park Center Drive, Suite 950
Costa Mesa, CA 92626
Attn: Timothy L. Randall, Esq.
Telephone: (949) 757-1600
Email: trandall@srchlaw.com

To Seller: City of Fontana
City Hall
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Manager
Telephone: (909) 350-7600

With copies to: Best, Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Ruben Duran
Telephone: (909) 989-8584

To Escrow Agent: Sandra Arellano
Ticor Title Company
2500 Porsche Way
Ontario, California 91764
Telephone: (909) 579-1515
Email: sandra.arellano@ticortitle.com

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party and Escrow Agent. All Notices shall be deemed to have been given delivery or first attempted delivery if delivered by United States Postal Service (postage prepaid) or by overnight delivery service, courier, electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative email address for which no Notice

was given of a substitute email address, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any party hereto may be given by legal counsel for such party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this Section 16.4. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of an electronic mail transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

14.5 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.

14.6 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.7 Successors and Assigns. Subject to the terms of Section 14.16, all of the parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14.8 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. In addition, if any party uses signed documents which have been electronically scanned and transmitted by electronic mail, Escrow Agent and the other party are authorized to rely upon such documents as if they bore original signatures.

14.9 INTENTIONALLY DELETED

14.10 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

14.11 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.12 Further Assurances. At the Close of Escrow, and from time to time thereafter, Buyer and Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as either party, Escrow Agent or the Title Insurer may reasonably require to fully effectuate the terms and conditions of this Agreement, including, without limitation, to vest in and assure to

Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement.

14.13 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

14.14 Attorneys' Fees. In the event that either party hereto brings any legal action or proceeding against the other party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing party in such action or proceeding shall be awarded reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements, and the fees and costs of expert witnesses. If any party secures a judgment in any such action or proceeding, then any reasonable costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in enforcing such judgment, or any reasonable costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The phrase "prevailing party" shall mean the party who receives substantially the relief desired, whether by dismissal, summary judgment, judgment, settlement, or otherwise. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section shall survive the Closing and any earlier termination of this Agreement.

14.15 Business Days. As used herein, the term "**Business Day**" shall mean a day that is not a Friday, Saturday, Sunday, or legal holiday. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, in the event that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Agent is open for business to the public.

14.16 Assignment. Except as provided below, Buyer's rights and obligations hereunder shall not be assignable without the prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall have the right to assign all or a portion of its rights and obligations hereunder without the prior written consent of Seller to (i) any Buyer Affiliate, (ii) a limited liability company in which Buyer is one of the managers or managing members, (iii) a

successor by way of merger or consolidation or the acquisition of all or substantially all of Buyer's assets, or (iv) an entity formed by Buyer for the purpose of acquiring title to all or a portion of the Property pursuant to the terms of this Agreement. For purposes of this Agreement, "**Buyer Affiliate(s)**" means any person or entity that controls, is controlled by or is under common control with Buyer, with "control" for purposes of this sentence meaning the possession of the power to direct or cause the direction of the management and policies, whether through ownership of voting securities or otherwise, in the controlled entity. In the event of any assignment by Buyer, the assignee will be and become: (a) the grantee of the Grant Deed for the Property; (b) the insured owner under the Owner's Title Policy for the Property; and (c) the person(s) having the right or obligation to (1) deliver statements, (2) deliver documents, (3) give approvals, (4) waive conditions, or (5) make demands, all as may be permitted or required by this Agreement and not then already accomplished by Buyer or another approved assignee, provided that such assignee shall also expressly assume all obligations of "Buyer" under this Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any assignment made in violation of this Section shall be deemed null, void and of no force or effect.

14.17 Confidentiality. Except as otherwise expressly permitted in this Section and as may be reasonably necessary to consummate the purchase and sale herein provided, the parties hereto, and each of them, shall not disclose or release, and shall exercise commercially reasonable efforts not to permit to be disclosed or released by any of their agents, attorneys or employees, to any person, directly or indirectly, by themselves or any of their respective employees, attorneys or agents, orally or in writing, either this Agreement or any of its terms, conditions or covenants, and shall take all steps reasonably necessary or appropriate to preserve the confidentiality thereof, and to prevent any unauthorized duplication, distribution, or release thereof, or of any summary thereof. Notwithstanding any provision to the contrary herein contained, the parties hereto shall not be prohibited by this Section from disclosing or releasing a copy of this Agreement or a summary of its terms, conditions or covenants (i) to any accountant or auditor retained by either party, to examine and report on the books and records and/or the financial condition of the parties hereto, (ii) if the Seller determines, in its reasonable discretion, that disclosure is required pursuant to applicable law, rule, regulation, valid and effective subpoena or order or other compulsory instrument issued by or under the authority of a court of competent jurisdiction, by a governmental agency, or other legal requirement, (iii) in the case of Buyer, to Buyer Affiliates, lenders, attorneys, accountants, consultants, advisers and any Permitted Assignee and in connection therewith Buyer shall exercise its best efforts to have such Buyer Affiliates, lenders, attorneys, accountants, consultants, advisers and Permitted Assignee agree to maintain the confidentiality of this Agreement and the transaction contemplated herein, and (iv) in the event an action is commenced by Buyer or Seller against the other concerning this Agreement. The foregoing covenants shall not apply to any document or the contents thereof which may be (a) disclosed in any public records of any kind or otherwise in the public domain, (b) available on a nonconfidential basis prior to its disclosure by any of the parties hereto, (c) available to a party hereto on a nonconfidential basis from a person who is not otherwise known by such party to be bound by a confidentiality agreement with the disclosing party, or (d) independently developed by a party hereto without reliance on information provided by the disclosing party. The confidentiality obligations under this Section 14.17 will terminate upon the earlier of (1) the Close of Escrow or (2) one (1) year after the termination of this Agreement.

14.18 No Partnership. Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture or association, and the parties disclaim the existence thereof.

14.19 Limited Liability. Seller, on its own behalf and on behalf of the past, present and future officers, elected officials, employees, agents, and representatives, hereby agrees that in no event shall Buyer or any of any of the past, present and future officers, directors, partners, members, shareholders, employees, agents, representatives and Buyer Affiliates, and their respective successors and assigns, have any personal liability under this Agreement to Seller or to any of Seller's creditors. Buyer, on its own behalf and on behalf of the past, present and future officers, directors, partners, members, shareholders, employees, agents, managers, representatives and Buyer Affiliates, and their respective successors and assigns, hereby agrees that in no event shall Seller or any of its past, present and future officers, elected officials, employees, agents, and representatives have any personal liability under this Agreement to Buyer, the Buyer Affiliates, or to any of Buyer's creditors.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

<p>SELLER:</p> <p>CITY OF FONTANA, a municipal corporation</p> <p>By: _____</p>	<p>BUYER:</p> <p>FONTANA INVESTMENT 2023 LLC, a Delaware limited liability company</p> <p>By: Diversified Pacific Development Group, LLC, a California limited liability company Its: Manager</p> <p>By: _____ Matthew A. Jordan, Its: Co-Managing Member</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p>	<p>APPROVED AS TO FORM:</p> <p>RANDALL, COFFEE & HUMPHREY, LLP</p> <p>By: _____ Timothy L. Randall Attorney for Fontana Investment 2023 LLC</p>

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, agrees to act as Escrow Agent under this Agreement in strict accordance with its terms and conditions which are applicable to Escrow Agent, agrees to insert as the "Effective Date" on page 1 hereof, if not otherwise dated, the latest date this Agreement was signed by Seller and Buyer and delivered to Escrow Agent, and agrees to comply with the applicable provisions of the Internal Revenue Code with respect to the transactions contemplated hereby.

TICOR TITLE COMPANY

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B"	GRANT DEED
EXHIBIT "C"	NON-FOREIGN AFFIDAVIT
EXHIBIT "D"	GENERAL ASSIGNMENT
EXHIBIT "E"	LEGAL DESCRIPTION OF THE WALNUT PROPERTY
EXHIBIT "F"	LEGAL DESCRIPTION OF THE GOMEZ PROPERTY
EXHIBIT "G"	DEPICTION OF CONSTRUCTION ACCESS AREA

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF THE SOUTH ½ OF LOT 26 OF THE PRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF HAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA IN THE CITY OF FONTANA' COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA' ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN.

THE NORTHEAST 1/4 OF LOT 25 OF THE FRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST SAN BERNARDINO BASE AND MERIDIAN.

APNS: 0228-051-14; 0228-051-15

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$ _____

(Space Above For Recorder's Use)

_____ Computed on the consideration or value of property
conveyed; OR

_____ Computed on the consideration or value less liens
or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax—Firm Name

APNS: 0228-051-14; 0228-051-15

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the CITY OF FONTANA, a municipal corporation ("**Grantor**"), grants to FONTANA INVESTMENT 2023 LLC, a Delaware limited liability company, all that certain real property situated in the City of Fontana, County of San Bernardino, State of California, described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

SUBJECT TO all matters of record.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of _____,
_____.

GRANTOR:

CITY OF FONTANA

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

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 _____) ss.

On _____, 202_, before me, _____
_____, 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.

Notary Public

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF THE SOUTH ½ OF LOT 26 OF THE PRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF HAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA IN THE CITY OF FONTANA' COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA' ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN.

THE NORTHEAST 1/4 OF LOT 25 OF THE FRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST SAN BERNARDINO BASE AND MERIDIAN.

APNS: 0228-051-14; 0228-051-15

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of the CITY OF FONTANA, a municipal corporation (“**Transferor**”), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform FONTANA INVESTMENT 2023 LLC, a Delaware limited liability company (“**Transferee**”), that withholding of tax is not required upon the disposition of Transferor’s interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;
2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);
3. Transferor’s U.S. taxpayer identification number is: _____;
4. Transferor’s business address is: _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

SELLER:

CITY OF FONTANA, a municipal corporation

By: _____

ATTEST:

By: _____

EXHIBIT “D”

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “**Assignment**”) is executed as of the ___ day of _____, 20__, by the CITY OF FONTANA, a municipal corporation (“**Assignor**”), to and for the benefit of FONTANA INVESTMENT 2023 LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, contemporaneously herewith, Assignee is acquiring from Assignor certain real property described in **Exhibit “A”** attached hereto (the “**Land**”), together with all of Assignor’s right, title, interest, powers, privileges, benefits and options if any, in and to: (a) all, if any, buildings, structures, and other improvements of any and every nature on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements thereon (collectively called the “**Improvements**”); and (b) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the “**Real Property**”);

WHEREAS, in connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title, and interest in and to certain items and rights applicable or relating thereto, all as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby quitclaims, remises, delivers, conveys, grants, sells, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to that certain tangible or intangible property owned by Assignor or used by Assignor in connection with all or any portion of the Real Property, including, without limitation, all of Assignor’s right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications, land use entitlements, sewer capacity, trip generation rights, density allocations, development rights and credits, and other rights or approvals relating to or authorizing the development of the Real Property; (b) all non-proprietary and non-privileged reports, tests, studies, contracts, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) on a non-exclusive basis, all causes of action and their proceeds for any damage or injury to the Property or the other property described above or any part of them, or breach of warranty in connection with the construction of any Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; (d) all transferable site, landscaping or other permits, licenses, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property whether approved or in process; (f) all transferable warranties, and utility contracts relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing

such warranties from and after the date of this Assignment; and (g) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the foregoing.

The enumeration of any of the foregoing categories of personal property shall not be deemed a representation of warranty by Assignor as to the existence of any such property. However, to the extent any such property exists, Assignor represents and warrants that Assignor is the owner of all rights, title, interest, powers, privileges, benefits and options inuring or intended to inure to the owner of the Property.

This Assignment is binding upon the heirs, executors, administrators, successors and assigns of Assignor and will inure to the benefit of the heirs, executors, administrators, successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained herein.

This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one assignment.

This Assignment shall be governed by and interpreted under the laws of the State of California, without regards to its principles of conflict of laws.

ASSIGNOR:

CITY OF FONTANA, a municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

EXHIBIT “A” TO GENERAL ASSIGNMENT

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF THE SOUTH ½ OF LOT 26 OF THE PRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF HAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA IN THE CITY OF FONTANA’ COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA’ ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN.

THE NORTHEAST 1/4 OF LOT 25 OF THE FRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066 AS FILED IN BOOK 30 PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 6 WEST SAN BERNARDINO BASE AND MERIDIAN.

EXHIBIT “E”

LEGAL DESCRIPTION OF THE WALNUT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN 0228-061-16-0-000, 17, 18, 20, 23, AND 24)

LOTS 18, 19, 20, 21 AND 22 OF TRACT NO. 2066, OF FRANK C. PLAT HIGHLAND AVENUE ACRES, IN THE CITY OF FONTANA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN 0228-061-02-0-000)

THE NORTHWEST ¼ OF LOT 14 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN 0228-061-03-0-000)

THE NORTHEAST ¼ OF LOT 14 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: (APN 0228-061-04-0-000)

SOUTHEAST ¼ OF LOT 14 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: (APN 0228-061-05-0-000)

THE SOUTHWEST ¼ OF LOT 14 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: (APN 0228-061-06-0-000)

THE NORTHWEST ¼ OF LOT 15 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,

AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7: (APN 0228-061-07-0-000)

THE NORTHEAST $\frac{1}{4}$ OF LOT 15 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: (APN 0228-061-09-0-000)

THE SOUTHWEST $\frac{1}{4}$ OF LOT 15 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9: (APN 0228-061-10-0-000)

LOT 16 OF TRACT NO. 2066, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10: (APN 0228-061-11-0-000)

THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF LOT 17 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11: (APN 0228-061-12-10-000)

THE NORTHWEST $\frac{1}{4}$ OF LOT 17 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12: (APN 0228-061-14-0-000)

THE SOUTH $\frac{1}{2}$ OF LOT 17 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13: (APN 0228-061-25-0-000)

BEING A PORTION OF THE NORTH-HALF OF SECTION 36, TOWNSHIP I NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY

OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3348 HIGHLAND HAVEN AS RECORDED IN BOOK 47 OF MAPS, PAGES 14 THROUGH 16, INCLUSIVE, RECORDS OF SAID COUNTY; THENCE SOUTH 89°59'12" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 36, 537.38 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°59'38" WEST, 248.84 FEET TO THE SOUTHEAST CORNER OF TRACT 15655-21, AS RECORDED IN BOOK 273 OF MAPS, PAGES 38 THROUGH 41, INCLUSIVE, RECORDS OF SAID COUNTY; THENCE NORTH 00°01'00" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 15655-21, 424.45 FEET TO THE SOUTHWEST CORNER OF TRACT NO. 2066, FRANK C. PLATT HIGHLAND AVENUE ACRES, AS RECORDED IN BOOK 30 OF MAPS, PAGE 10, RECORDS OF SAID COUNTY; THENCE SOUTH 89°55'47" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT 2066, 786.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 2066 AND THE WESTERLY LINE OF SAID TRACT 3348; THENCE SOUTH 00°01'50" EAST, ALONG SAID WESTERLY LINE, 423.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION WITHIN WALNUT AVENUE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3348 HIGHLAND HAVEN AS RECORDED IN BOOK 47 OF MAPS, PAGES 14 THROUGH 16, INCLUSIVE, RECORDS OF SAID COUNTY; THENCE SOUTH 89°59'12" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 36, 537.38 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°59'38" WEST, 248.84 FEET TO THE SOUTHEAST CORNER OF TRACT 15655-21, AS RECORDED IN BOOK 273 OF MAPS, PAGES 38 THROUGH 41, INCLUSIVE, RECORDS OF SAID COUNTY; THENCE NORTH 00°01'00" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 15655-21, 46.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 782.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 68.95 FEET, THROUGH A CENTRAL ANGLE OF 05°03'06"; THENCE NORTH 79°44'48" EAST, 93.81 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 868.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 155.13 FEET, THROUGH A CENTRAL ANGLE OF 10°14'25"; THENCE NORTH 89°59'12" EAST, PARALLEL WITH SAID SOUTH LINE, 471.28 FEET TO THE WEST LINE OF SAID TRACT 3348 HIGHLAND HAVEN; THENCE SOUTH 00°01'50" EAST ALONG SAID WEST LINE, 86.00 FEET TO THE POINT OF BEGINNING.

PARCEL 14: (APN 0228-061-21-0-000)

THE NORTH ½ OF LOT 13 OF TRACT NO. 2066, "HIGHLAND AVENUE ACRES", IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 15: (APN 0228-061-22)

THE SOUTH ½ OF LOT 13 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 16: (APN 0228-051-17-0-000)

THE NORTH ½ OF LOT 24 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 17: (APN 0228-051-16-0-000)

THE SOUTH ½ OF LOT 24 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 18: (APN 0228-051-01-0-000)

LOT 23 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 19: (APN 0228-051-21-0-000)

THE SOUTH ½ OF LOT 25 OF TRACT NO. 2066, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGE 10, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EAST 150.00 FEET THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND BELOW A DEPTH OF 500.00 FEET WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED BY EQUITABLE SAVINGS AND LOAN ASSOCIATION IN DEED RECORDED MAY 29, 1970 IN BOOK 7451, PAGE 808, OFFICIAL RECORDS.

PARCEL 20: (APN 0228-052-01-0-000)

THE SOUTHWEST ¼ OF LOT 12 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES” IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 21: (APN 0228-052-25-0-000)

THE NORTHEAST ¼ OF LOT 12 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 21A:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THE NORTHWEST ¼ OF SAID LOT 12.

PARCEL 22: (APN 0228-052-26-0-000 AND 0228-052-27-0-000)

THE SOUTHEAST ¼ OF LOT 12, TRACT NO. 2066, AS PER MAP RECORDED IN BOOK 30, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 23: (APN 0228-061-08- 0-000)

THE SOUTHEAST ¼ OF LOT 15 OF TRACT NO. 2066, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 24: (APN 0228-061-13-0-000)

THE SOUTH ½ OF THE NORTHEAST ¼ OF LOT 17 OF TRACT NO. 2066, “HIGHLAND AVENUE ACRES”, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 25: (APN 0228-051-19-0-000)

THE NORTHWEST ¼ OF LOT 25 OF FRANK C. PLATT HIGHLAND AVENUE ACRES, TRACT 2066, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS FILED IN BOOK 30, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXHIBIT “F”

LEGAL DESCRIPTION OF THE GOMEZ PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE EAST 150 FEET OF THE SOUTH ONE-HALF OF LOT 25, OF TRACT NO. 2066, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGE(S) 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBONS AND MINERALS IN OR UNDER SAID LAND BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED BY EQUITABLE SAVINGS AND LOAN ASSOCIATION, IN THE DEED RECORDED MAY 29, 1970 IN BOOK 7451, PAGE(S) 808, OFFICIAL RECORDS.

EXHIBIT “G”

DEPICTION OF CONSTRUCTION ACCESS AREA

[To be inserted]