

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is effective as of the date the last of the parties hereto executes this Agreement ("**Effective Date**") and is entered into by and between San Bernardino County Flood Control District, a body corporate and politic of the State of California, ("**SELLER**") and Rancho Etiwanda, LLC, a California Limited Liability Company ("**BUYER**").

RECITALS

A. SELLER is the owner of approximately 1,252.21 acres of land located in Rancho Cucamonga, California, as more specifically described in Exhibit "A," which is attached hereto ("**Property**").

B. The Property comprises three (3) areas: (i) approximately 730.94 acres of vacant land, consisting of four (4) parcels, identified as Etiwanda South ("**South Area**"); (ii) approximately 320.32 acres of vacant land, consisting of four (4) parcels, identified as Etiwanda Central ("**Central Area**"); and (iii) approximately 200.95 acres of vacant land, comprising three (3) parcels, identified as Etiwanda North ("**North Area**"), as said areas are generally depicted in Exhibit "B," which is attached hereto. For avoidance of doubt, the Property does not include the SELLER's Day Creek Channel that bisects a portion of the Central Area. "Developable Property" means any land or acres within the South Area, which, if acquired by BUYER, shall be conveyed AS-IS without representation or warranty that the South Area property is developable for BUYER's purposes.

C. BUYER desires to purchase the Property and SELLER desires to sell the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, SELLER and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration set forth below, SELLER hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of SELLER in and to the Property.

Section 3. Consideration.

As a condition to SELLER's performance hereunder, BUYER shall pay to SELLER consideration as follows for the Property:

(a) Original Deposit. Within fifteen (15) days after the Effective Date, BUYER shall submit Two Million Five-Hundred Thousand 00/100 Dollars (\$2,500,000.00) ("**Original Deposit**") to SELLER. The entire Original Deposit shall immediately become non-refundable to

BUYER, but shall be applicable to the Total Consideration due from BUYER on the Closing Date for a single acquisition of the entire Property or the Target Parcel Acquisition Price due from BUYER on the Closing Date for the acquisition of the Final Target Parcels, as applicable. **"Target Parcels"** are those parcels in the South Area which the BUYER acquires, at BUYER's discretion, pursuant to this agreement. Whether BUYER acquires the entire Phase One Parcels in a single acquisition or multiple acquisitions, such parcels to be acquired shall be referred to as the **"Target Parcels."**

(b) Purchase Price. The Purchase Price for the Property is Ninety-Three Million Dollars 00/100 Dollars (\$93,000,000.00) (**"Purchase Price"**). The Purchase Price is final and non-negotiable and shall not be reduced regardless of any actual or anticipated costs that are or may be incurred by BUYER for its intended development of the Property or for any other reason, which shall be BUYER's own obligation at its sole cost and expense. The Purchase Price is based on 730.94 developable acres (that is the South Area) (\$127,233 per acre) and no monetary basis for the Central Area (320.32 acres) nor the North Area (200.95 acres).

(i) Interest. Commencing as of the Effective Date, the Purchase Price less the Original Deposit shall bear interest at a rate defined as the average of the Secured Overnight Financing Rate, in effect on January 1, April 1, July 1, and October 1 each calendar year, plus two percent (2%), compounded annually (**"Interest"**), which Interest shall continue to accrue on a principal amount of the subject Target Parcels (\$127,233 per acre principal amount) until the occurrence of the Closing Date for a single acquisition of the entire Property or each Closing Date for the subject Target Parcels to be acquired (with Interest continuing to accrue for the remainder of then unacquired developable portions of the South Area of the Property until acquired by BUYER). For purposes of illustration only, a calculation of the Interest to be paid to SELLER for hypothetical acquisitions of Target Parcels is shown in Exhibit "D", which is attached hereto. Except as provided in Section 5(b)(iv)(2), no Interest will accrue or be payable with respect to any Accelerator Payments as defined in Section 5(b)(iv) due or to be due.

At the time of the Final Target Parcel acquisition, the following shall reduce the principal amount for the purpose of calculating the final Interest payment: (a) Profit-Sharing Payments, (b) the Original Deposit, and (c) the Extension Deposit from when it is paid. For clarification regarding when Interest accrues on the Extension Deposit, Interest shall accrue for the five years during the Original Acquisition Term prior to the payment of the Extension Deposit, but following payment of the Extension Deposit during the Extended Acquisition Term Interest shall stop accruing on the Extension Deposit and the amount of the Extension Deposit shall reduce the principal amount for the purpose of calculating the final Interest payment on the Final Target Parcels.

(ii) Total Consideration. SELLER and BUYER agree that BUYER shall pay the Purchase Price plus Interest (as each term is defined below) as the total consideration for the purchase of the Property (**"Total Consideration"**).

Section 4. Acquisition Terms.

(a) Original Term. For the period commencing from the Effective Date and expiring five (5) years thereafter (unless the Agreement is earlier terminated) (**"Original Acquisition Term"**), BUYER may acquire the Property in either a single acquisition for the entire

Property, as set forth in Section 5(a), or in multiple acquisitions that total the entire Developable Property, as set forth in Section 5(b).

(b) Option for Extended Term. If BUYER has not acquired the entire Property or paid the Total Consideration during the Original Acquisition Term, BUYER shall have the option to extend the Original Acquisition Term for five (5) years following the expiration of the Original Acquisition Term (unless the Agreement is earlier terminated) ("**Extended Acquisition Term**"), provided that all of the following conditions have been timely satisfied by BUYER:

(i) BUYER shall provide SELLER with written notice at least sixty (60) days prior to the expiration of the Original Acquisition Term of BUYER's desire to exercise its option for the Extended Acquisition Term ("**Extension Notice**"); and

(ii) BUYER shall provide documentation to SELLER along with the Extension Notice, showing that: (1) on or prior to the date BUYER delivers the Extension Notice, BUYER has completed its submission of all required applications for approvals of the Phase Two Parcels (as defined in Section 5(b)(ii)(1)) for BUYER's intended development on the Property to each required Resource Agency, which is defined as those federal or state agencies having jurisdiction over development or mitigation approvals, or to the City of Rancho Cucamonga ("**City**") for entitlements if other Resource Agency approvals are not required; and (2) despite commercially reasonable good faith efforts, BUYER has been unable to obtain one or more approvals from any required Resource Agency or the City for BUYER's intended development of the Property.

(iii) BUYER shall not be in default of its obligations in this Agreement at the time of giving the Extension Notice and at the commencement of the Extended Acquisition Term; and

(iv) BUYER shall submit an additional Two Million Five-Hundred Thousand Dollars 00/100 Dollars (\$2,500,000.00) ("**Extension Deposit**") to SELLER at least ten (10) days prior to the expiration of the Original Acquisition Term. The entire Extension Deposit shall immediately become non-refundable to BUYER but shall be applicable to the Total Consideration due from BUYER on the Closing Date for a single acquisition of the entire Property or the Target Parcel Acquisition Price due from BUYER on the Closing Date for the acquisition of the Final Target Parcels, as applicable; and

(c) As of the Effective Date, the term "Acquisition Term" shall mean the Original Acquisition Term. If BUYER validly exercises the Extended Acquisition Term, as of the commencement of the Extended Acquisition Term, unless expressly provided otherwise, the term "Acquisition Term" shall mean the Extended Acquisition Term. As of the Effective Date, the term "Deposit" shall mean the Original Deposit. If BUYER validly exercises the Extended Acquisition Term, as of the commencement of the Extended Acquisition Term, unless expressly provided otherwise, the term "Deposit" shall mean the then remaining balance of the Original Deposit and the Extension Deposit.

Section 5. Property Acquisition.

(a) Single Acquisition. If BUYER elects to acquire the entire Property in a single transaction with one closing, BUYER shall provide written notice ("**Property Acquisition Notice**") to SELLER along with a copy to the Escrow Holder no later than sixty (60) days prior to its desired closing date. Following SELLER's receipt of the Property Acquisition Notice, the

Closing Date shall occur in accordance with Section 9, and on the Closing Date, BUYER shall pay to SELLER the Total Consideration less the Deposit.

(b) Phased Acquisition. If BUYER elects to acquire the Property in multiple acquisitions for the Developable Property, such acquisitions shall be subject to the following. If BUYER encounters any issues with acquisitions of the Property requiring mitigation land located within the South Area needed to develop the Target Parcels, SELLER, through its Chief Executive Officer or designee, and BUYER agree to meet and confer on those issues within ninety (90) days following receipt of a written request to meet and confer. Notwithstanding the above, no terms of this Agreement shall be modified unless done so in accordance with Section 29. of this Agreement and all applicable laws.

(i) Phase One.

(1) Within one (1) year after the Effective Date, BUYER shall submit a minimum of 60 acres of the Property that BUYER intends to acquire in the first phase ("**Phase One**") for SELLER's cursory review in its capacity as property owner, provided that such portions shall consist of entire-acre parcels within the South Area along with the necessary entire-acre parcels, as required by the Resource Agencies, to meet the required amount of mitigation land needed to develop the Target Parcels, within the Central Area or the North Area ("**Phase One Parcels**"). In the event that BUYER thereafter makes changes to the Phase One Parcels, BUYER shall submit a revised list to SELLER within thirty (30) days after each such change occurs.

(2) Within one (1) year after the Effective Date, BUYER shall, at its sole cost and expense, submit all applications to each required Resource Agency or to the City for entitlements if other Resource Agency approvals are not required, including (but not limited) to applications for environmental permits, for BUYER's intended development of the Phase One Parcels. SELLER will reasonably cooperate with BUYER in connection with the processing, by the BUYER, of the entitlements deemed necessary by BUYER for the development of the Property during escrow. SELLER acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable the BUYER to file for and process its entitlements, including SELLER's consent for BUYER to access the Property for processing entitlements.

(3) BUYER may acquire the Phase One Parcels in either a single acquisition for all Phase One Parcels or in multiple acquisitions. As provided in Section 3 of this Agreement, whether BUYER acquires the entire Phase One Parcels in a single acquisition or multiple acquisitions, such parcels to be acquired shall be referred to as the Target Parcels.

(ii) Phase Two.

(1) Property that BUYER intends to acquire in the second phase ("**Phase Two**") shall consist of entire-acre parcels within the South Area, along with the necessary entire-acre parcels, as required by the Resource Agencies, to meet the required amount of mitigation land needed within the Central Area or North Area to develop the Target Parcels within South Area ("**Phase Two Parcels**"). For avoidance of doubt, the Phase Two

Parcels shall be the Property less the Phase One Parcels. Similar to Phase One, BUYER shall submit the number of acres of the Property that BUYER intends to acquire in Phase Two for SELLER's cursory review in its capacity as property owner, provided that such portions shall consist of entire-acre parcels within the South Area along with the necessary entire-acre parcels, as required by the Resource Agencies, to meet the required amount of mitigation land needed to develop the Target Parcels, within the Central Area or North Area.

(2) BUYER shall, at its sole cost and expense, submit all applications to each required Resource Agency or to the City for entitlements if other Resource Agency approvals are not required, including (but not limited to) applications for environmental permits, for BUYER's intended development of the Phase Two Parcels, provided that no later than thirty (30) days prior to BUYER's initial submission of any such applications, BUYER shall submit the Phase Two Parcels to SELLER for SELLER's cursory review in its capacity as the property owner.

(3) Provided that BUYER has acquired all Phase One Parcels, BUYER may acquire the Phase Two Parcels in either a single acquisition for all Phase Two Parcels or in multiple acquisitions that total all Phase Two Parcels. Whether BUYER acquires the entire Phase Two Parcels in a single acquisition or multiple acquisitions, such parcels to be acquired shall also be referred to as the Target Parcels or the Final Target Parcels.

(iii) Target Parcel Acquisition Notice. If BUYER elects to acquire any Target Parcels, BUYER shall provide written notice ("**Target Parcel Acquisition Notice**") to SELLER along with a copy to the Escrow Holder no later than sixty (60) days prior to its desired closing date. The Target Parcel Acquisition Notice shall state the following: (1) the specific entire-acre parcels within the South Area in the respective phase along with the share of entire-acre parcels within the Central Area, North Area or South Area for the respective phase necessary to meet the required amount of mitigation land, as required by the Resource Agencies, needed to develop the Target Parcels, (2) BUYER's calculation of the Target Parcel Acquisition Price (as defined below) for the Target Parcels, which shall be subject to verification by SELLER and the Escrow Holder; and (3) whether the Target Parcels shall be BUYER's final acquisition for the then remaining unacquired Phase Two Parcels ("**Final Target Parcels**"). Upon notification of Final Target Parcels, the Total Consideration paid, adjusted if BUYER purchases less than 300 acres, shall be the sum of the Target Parcel Acquisition Price, plus Interest due or paid to date, plus Profit Sharing payments due or paid to date, less all previous Deposits paid (Original and Extension).

(iv) Target Parcel Acquisition Price.

(1) The acquisition price to be paid by BUYER on or before the Closing Date for each acquisition of Target Parcels is an amount calculated as the sum of: (A) One Hundred Twenty Seven Thousand Two Hundred Thirty-Three and 00/100 Dollars (\$127,233) multiplied by the number of acres of the South Area of the subject Target Parcels to be acquired by BUYER, plus (B) One Hundred Twenty Seven Thousand Two Hundred Thirty-Three and 00/100 Dollars (\$127,233) multiplied by the number of acres of the South Area of the subject Target Parcels to be acquired by BUYER (the amounts described in this (B) are referred to in this Agreement as the "**Accelerator Payments**"), plus (C) the accrued Interest on the amount calculated under (A) (collectively, "**Target Parcel Acquisition Price**"). No additional consideration shall be due from BUYER for the land in the Central Area or North Area of the subject Target Parcels to be acquired. For purposes of illustration only, calculation scenarios of the Target Parcel Acquisition Price to be paid to SELLER for hypothetical acquisitions of Target

Parcels are shown in Exhibit "D", which is attached hereto. The calculations in the illustration shall only be used for general guidance, but shall not be binding on the parties nor shall they substitute for the actual calculation of the Target Parcel Acquisition Price to be paid by BUYER pursuant to the Agreement. In no event shall the sum of Target Parcel Acquisition Prices paid exceed the Total Consideration.

(2) Provided that the BUYER has purchased at least 300 acres of Developable Property, notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that, as material consideration for the transaction contemplated by this Agreement, if on the Closing Date for the acquisition of the Final Target Parcels, the sum of: (A) all Target Parcel Acquisition Price received by SELLER for the acquired Target Parcels less the portion of the Target Parcel Acquisition Price comprising the accrued Interest for said acquired Target Parcels, plus (B) the Deposit(s), plus (C) any Profit-Sharing Payments ("Buyer's Payment") do not equal the Total Consideration for the entire Property, BUYER shall, in addition to the Target Parcel Acquisition Price for the Final Target Parcels, pay SELLER on or before the Closing Date, the difference between the Purchase Price plus Interest on the remaining Developable Property, and the Buyer's Payment in one lump amount ("**Differential Payment**").

(3) If the BUYER has not purchased at least 300 acres of Developable Property by the expiration of the Extended Acquisition Term, the SELLER shall retain all of the unacquired Property.

(4) Notwithstanding subparagraph (iv)(3), above, once BUYER has paid the full Purchase Price plus Interest, to SELLER, then all remaining Developable and undevelopable Property shall be conveyed to BUYER.

(v) Profit-Sharing. If BUYER, after acquiring any Target Parcels, sells its fee interest in all or a portion of the Target Parcels to a third-party (including but not limited to a property developer, a homeowner, or any other third-party person or entity), BUYER shall pay to SELLER fifty percent (50%) of the 'pre-tax net profits' (defined as net revenues minus total costs paid for the land, minus hard and soft costs attributable to the land, minus closing costs, and minus fifteen percent (15%) general and administrative cost) from said sale ("**Profit-Sharing Payment**"), which shall be paid to SELLER at the time the Target Parcels are sold at close of escrow and shall be applied as part of the Purchase Price due from BUYER. Additionally, if BUYER retains any Target Parcels and develops the Target Parcels with apartments, then upon BUYER's receipt of a certificate of occupancy for the apartments, SELLER will receive twenty percent (20%) of the per-acre principal, which is equal to Twenty Five Thousand Four Hundred Forty Seven Dollars and no/100 (\$25,447), for each acre of Target Parcels developed in this manner. This profit sharing on apartment land shall also be applied as part of the Purchase Price due from BUYER. This subparagraph (v) shall remain in effect until the Final Target Parcels acquisition Close of Escrow or SELLER has received the full Purchase Price, whichever occurs first, and will thereupon automatically terminate.

(vi) Additional Profit Participation. If BUYER sells its fee interest in all or a portion of the Target Parcels to a third party (including but not limited to a property developer, a homeowner, or any other third-party person or entity), SELLER shall receive ten percent (10%) of the 'pre-tax net profit' (defined in (v), above) from said sale ("**Additional Profit Participation**") , which shall be paid to SELLER at the time the Target Parcels are sold at close of escrow. This subparagraph (vi) shall remain in effect until the ninety-ninth (99th) anniversary of

the Effective Date or when the total Additional Profit Participation paid reaches Twenty Million Dollars (\$20,000,000), whichever occurs first, and will thereupon automatically terminate.

(vii) SELLER shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested of BUYER. BUYER shall give full cooperation, in any auditing or monitoring conducted. All records shall be available for examination and audit by SELLER representatives.

(viii) SELLER will reasonably cooperate with BUYER in connection with the processing by the BUYER of the entitlements BUYER deems necessary for the development of the Target Parcels, as applicable. SELLER will cooperate with BUYER and participate in such meetings if the City or other governmental agencies (including Resource Agencies) require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required, BUYER will use reasonable efforts to ensure that (i) SELLER receives reasonable advance notice of any such meetings; and (ii) any such meetings are scheduled at a time which is reasonably acceptable to SELLER. SELLER's cooperation does not include anything that would require SELLER's governing board approval.

Section 6. BUYER Financing.

(a) BUYER shall provide SELLER with the following information upon SELLER's request, which shall be provided for SELLER's informational purposes only and without any obligation of SELLER whatsoever due to SELLER's receipt of such information:

(i) Proposed financing vehicles for BUYER's intended development of the Property, including (but not limited to) any public financing, such as a Community Facilities Districts or Statewide Community Infrastructure Program or tax credits, for BUYER's intended affordable housing units.

(ii) BUYER shall provide a term sheet or other financing schedule showing BUYER's allocation of costs for BUYER's intended development of the Property.

(iii) Names of any and all of BUYER's financial partners (both equity and debt), development partners and lenders, including the terms of all debt instruments, for BUYER's intended development of the Property and the intended use of any funds.

(b) Notwithstanding anything to the contrary in this Agreement, in no event shall BUYER have the right to encumber the Property or any Target Parcels prior to BUYER's acquisition thereof through a close of escrow in accordance with this Agreement or use the Property or any Target Parcels as collateral for any BUYER financing for its intended development at the Property or otherwise. For the avoidance of doubt, SELLER is not providing BUYER any seller-carry back financing or making any other loan or giving any other assistance to BUYER to assist BUYER in purchasing the Property or any Target Parcels.

Section 7. Opening of Escrow.

(a) All expenses incurred in the transfer of title for the Property or the Target Parcels, as applicable, including (but not limited to) escrow fees, any title policy desired by BUYER, documentary stamps, and recording fees are to be paid by BUYER at its sole cost and expense.

(b) The transfer and sale of the Property or the Target Parcels, as applicable, shall take place through escrow (the “**Escrow**”), and such Escrow shall be administered by [Orange Coast Title] (“**Escrow Holder**”). SELLER shall deliver the fully-executed Agreement to the Escrow Holder within ten (10) days after the Effective Date, provided that, Escrow for the Property shall be deemed open (“**Opening of Escrow**”) upon the receipt of a fully-executed copy of the Agreement by the Escrow Holder. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing and delivered to the parties.

Section 8. BUYER Due Diligence Completed.

BUYER represents to SELLER that BUYER has completed any and all due diligence it deems necessary for the Property prior to the Effective Date. Accordingly, the parties agree that no due diligence period shall be provided to BUYER in this Agreement and that BUYER is taking the Property subject to Section 12 of this Agreement. After the Effective Date, BUYER may enter the Property during SELLER's normal business hours and with reasonable prior notice to SELLER solely for BUYER to view the Property but without any right to perform any activities, including (but not limited to) those that would disturb the surface of the Property. In no event shall any such BUYER's right to enter herein constitute or be deemed to constitute a due diligence period for BUYER and BUYER shall not have the right to terminate this Agreement as a result of any information or condition related to the Property resulting from said BUYER's right of entry.

Section 9. Close of Escrow.

(a) As used herein, “**Close of Escrow**” means the consummation of the sale of the Property or the Target Parcels, as applicable, in accordance with the terms and conditions of this Agreement. The Close of Escrow shall take place on the Closing Date. The “**Closing Date**” shall mean the date on which all of the conditions set forth in Section 9(b) and Section 9(c) of this Agreement for the Close of Escrow and for the transfer of the Property or the Target Parcels, as applicable, have been satisfied or waived in accordance with this Agreement, and the Grant Deed(s) for the Property or the Target Parcels, as applicable, are recorded by the Escrow Holder, provided that Closing Date shall occur within forty-five (45) days after the date SELLER receives the Property Acquisition Notice or the Target Parcel Acquisition Notice, provided that such closing period shall not exceed the expiration of the Acquisition Term.

(b) Conditions to BUYER's Obligations. BUYER's obligation to consummate the Close of Escrow for the Property or the subject Target Parcels, as applicable, is conditioned on the occurrence of all of the following:

(i) SELLER's Deliveries. On or before the Close of Escrow for the Property or the Target Parcels, as applicable, SELLER shall deliver the following to the Escrow Holder:

(1) Grant Deed(s), in substantially the form of Exhibit “C”, which is attached hereto and any other necessary conveyance instruments for the acquisition of the Property or the Target Parcels, as applicable, executed and acknowledged by SELLER; and

(2) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 9(b)(i) on behalf of SELLER; and

(3) Settlement statement showing both SELLER's and BUYER's credits and debits for the Property or the Target Parcels, as applicable, consistent with this Agreement (the "**Settlement Statement**"); and

(4) any transfer declarations required by applicable law; and

(5) any other customary closing documents in form and substance reasonably satisfactory to SELLER to consummate the sale of the Property or the Target Parcels, as applicable; and

(6) deliver any lot line adjustment documents requested by BUYER to facilitate a takedown.

(ii) No Default. SELLER shall have delivered all of the documents and other items required pursuant to Section 9(b)(i) and shall not be in default of any material obligations under this Agreement to be performed by SELLER at or prior to the Close of Escrow, provided that SELLER shall have an opportunity to cure any such default within twenty (20) days after receiving written notice thereof from BUYER; and

(iii) Representations True. All representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects on and as of the Closing Date for the Property or each subject Target Parcels, as applicable, as if made on and as of such date.

(c) Conditions to SELLER's Obligations. SELLER's obligation to consummate the Close of Escrow for the Property or the subject Target Parcels, as applicable, is conditioned on the occurrence of all of the following:

(i) BUYER's Deliveries. On or before the Close of Escrow for the Property or the subject Target Parcels, as applicable, BUYER shall deliver the following to the Escrow Holder:

(1) The Total Consideration for the Property or the Target Parcels Acquisition Price for any subject Target Parcels, as applicable, plus the Differential Payment if the Close of Escrow is the subject Target Parcels are the Final Target Parcels, plus any other amounts required to be paid by BUYER the Close of Escrow shall have been deposited by BUYER to the Escrow Holder; and

(2) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 9(c)(i) on behalf of BUYER and

(3) The Settlement Statement; and

(4) any transfer declarations required by applicable law; and

(5) any other customary closing documents in form and substance reasonably satisfactory to BUYER to consummate the sale of the Property or each subject Target Parcels, as applicable; and

(6) No Default. BUYER shall have delivered all of the documents and other items required pursuant to Section 9(c)(i) and shall not be in default of any material obligations to be performed by BUYER at or prior to the Close of Escrow provided that BUYER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from SELLER; and

(7) Representations True. All representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects on and as of the Closing Date for the Property or each subject Target Parcels, as applicable, as if made on and as of such date.

(d) Waiver or Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, SELLER or BUYER may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing on the Property or each subject Target Parcels, as applicable, SELLER and BUYER shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 9.

(e) In the event all of the conditions set forth in Section 9(b) are not satisfied or waived as of the Closing Date and if BUYER is not then in default under this Agreement, BUYER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement. Likewise, in the event all of the conditions set forth in Section 9(c) are not satisfied or waived as of the Closing Date if SELLER is not then in default under this Agreement, SELLER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement.

Section 10. Escrow Instructions.

SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall govern and be controlling.

Section 11. Conveyance of Title.

Upon Close of Escrow for the Property or the subject Target Parcels, as applicable, Escrow Holder shall be instructed to record the Grant Deed(s) for the Property or the subject Target Parcels, as applicable, in the Official Records of San Bernardino County, California, if and when the parties have (i) confirmed that the conditions in Section 9(b) and Section 9(c) have been satisfied or waived in accordance with this Agreement, and (ii) Escrow Holder holds the Total Consideration for the Property or the Target Parcel Acquisition Price for the subject Target Parcels, as applicable, plus the Profit Share Payments and the Differential Payment if the Close of Escrow is for the Final Target Parcels, plus any other funds for SELLER as set forth on the Settlement Statement and as contemplated herein.

Section 12. AS-IS Sale and Purchase.

(a) BUYER acknowledges and agrees that the provisions of this Section 12 have been required by SELLER as a material inducement to enter into this Agreement and to consummate the transaction contemplated herein, and the intent and effect of such provisions have been explained to BUYER by BUYER's counsel and have been understood and agreed to by BUYER.

(b) BUYER's Acknowledgement. As a material inducement to SELLER to enter into this Agreement and to consummate the transaction contemplated herein, BUYER hereby acknowledges and agrees that:

(i) AS-IS. BUYER is purchasing the Property or any portion thereof in accordance with this Agreement in its existing condition, **"AS IS," "WHERE IS" and "WITH ALL FAULTS" and SUBJECT TO ALL PRE-EXISTING RIGHTS WHETHER RECORDED OR NOT.** BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by SELLER, any employee, official, agent, or consultant of SELLER relating to the condition of the Property.

(ii) SELLER makes no representations, warranties, inducements, promises, agreements, assurances or statements, oral or written, of any kind to BUYER upon which BUYER is relying, or in connection with which BUYER has made or will make any decisions concerning the Property or any portion thereof including (but not limited to) its use, condition, value, acreage, compliance with environmental laws, the existence or absence of any hazardous substance, or the permissibility, feasibility, or convertibility of all or any portion of the Property for any particular use or purpose, including (but not limited to) its present or future prospects for sale, lease, development, occupancy, use for mitigation purposes, or suitability as security for financing. .

(iii) SELLER hereby specifically disclaims: (1) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property or any portion thereof, or the performance of SELLER's obligations hereunder including (but not limited to) all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (2) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (A) the nature and condition of the Property or any portion thereof, including (but not limited to) the water, soil, and geology, the suitability thereof and of the Property hereunder for any and all activities, development, and uses which BUYER may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws; (B) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (C) the compliance of the Property or an portion thereof.

(iv) BUYER specifically acknowledges and agrees that, SELLER has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by SELLER to BUYER and that BUYER has completed such inspections of the Property as BUYER deems necessary and appropriate prior to the Effective Date and that BUYER is relying solely upon such investigations and not on any documents or information provided to BUYER by or on behalf of SELLER. BUYER specifically acknowledges that some of the documents provided for the Property, if any, may have been prepared by third parties with whom BUYER has no privity and BUYER acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to BUYER with respect thereto, by SELLER or by any third parties that prepared the same.

(v) From and after the Close of Escrow for the Property or each subject Target Parcels, as applicable, BUYER, for itself and on behalf of itself and its employees, officers, officials, directors, agents, members, partners, representatives, related or affiliated entities,

successors, and assigns ("BUYER Parties") hereby irrevocably and unconditionally waives, releases, and forever discharges SELLER and its employees, officers, officials, directors, agents, members, partners, representatives, related or affiliated entities, successors and assigns ("SELLER Group") from any and all claims, damages, losses, costs, liabilities, fees, costs or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of BUYER Parties now have, own, hold, or claim to have had, owned, or held, against SELLER and/or SELLER Group arising from, based on, or relating to any matters and conditions relating to the Property or any portion thereof, including (but not limited to): (i) the physical, environmental, economic, or legal condition of the Property including, but not limited to, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.) or any other federal, state and local, statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of hazardous materials or the protection of the environment or human, plant or animal health, (ii) the condition of the soils, (iii) the suitability of the soils for BUYER's intended development or any other use, (iv) any law or regulation applicable thereto.

(vi) BUYER acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that the foregoing release applies thereto and expressly waives any rights or benefits available to it. By BUYER's initials below and BUYER's execution of this Agreement, BUYER acknowledges that it fully understands the foregoing release, and with this understanding and advice by its legal counsel, nonetheless elects to and does assume all risk for claims known or unknown and expressly waives the rights or benefits available to BUYER pursuant to the provisions of California Civil Code section 1542, which provides 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."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of BUYER: _____

(c) The provisions of this Section 12 shall survive the Close of Escrow for the Property or each subject Target Parcels, as applicable, and shall be binding upon BUYER.

(d) Except for this Agreement and the Open Space Easement held by San Bernardino County and recorded in the Official Records of San Bernardino County as document number 87-194788, and any other pre-existing rights affecting the Property (whether recorded or not) (collectively, the "Pre-Existing Rights"), SELLER covenants not to further encumber and not to place any further liens or encumbrances on the Property, including (but not limited to)

covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

Section 13. Closing Costs, Prorations, Possession.

(a) BUYER shall, at its sole cost and expense, pay the premium for any title policy desired by BUYER, cost of procuring any surveys and any policy endorsements desired by BUYER, and all costs of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property or each subject Target Parcels, as applicable, to BUYER. For avoidance of doubt, the issuance of any title policy or endorsements desired by BUYER is not nor shall it be deemed to be a BUYER's condition to close escrow for the Property or each subject Target Parcels, as applicable.

(b) BUYER shall pay one hundred percent (100%) of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property or each subject Target Parcels, as applicable, immediately upon Close of Escrow.

(d) Real property taxes shall not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed for the Property or each subject Target Parcels, as applicable, BUYER will request cancellation of the relevant real property taxes pursuant to California Revenue and Taxation Code Section 4986. Unless otherwise expressly provided otherwise in this Agreement, all other prorations shall be made in accordance with customary practice in San Bernardino County. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 14. Representations and Warranties.

(a) SELLER hereby makes the following representations, covenants and warranties:

(i) Power and Authority. SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(ii) Requisite Action. SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(iii) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of SELLER have been duly authorized to so act on behalf of SELLER and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable against SELLER in accordance with their respective terms.

(iv) No Litigation. There is no pending or, to the best of SELLER's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(v) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by SELLER of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which SELLER is a party or by which SELLER may be bound or a breach or violation under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to SELLER, the Property, or each subject Target Parcels.

(vi) Contracts. Except for Pre-Existing Rights, there are no contracts or agreements relating to the Property entered into by SELLER which will survive the Close of Escrow for the Property or each subject Target Parcels, as applicable.

All representations and warranties contained in this Section 14(a) are true and correct on the date hereof and each Closing Date and shall survive the respective Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties:

(i) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transaction contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(ii) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(iii) This Agreement and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(iv) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

(v) BUYER, as well as any of BUYER's partners, officers, and employees, are not employees of the San Bernardino County Flood Control District, San Bernardino County, or any other entity governed by the San Bernardino County Board of Supervisors.

(vi) BUYER is not the subject of a current or pending bankruptcy proceeding.

All representations and warranties contained in this Section 14(b) are true and correct on the date hereof and on each Closing Date and shall survive the respective Close of Escrow.

Section 15. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and BUYER's intended use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant for themselves that they do not have knowledge of any such conflict of interest.

Section 16. Nonliability of Officials and Employees.

No officer, official or employee of SELLER shall be personally liable to BUYER, or any successor in interest of BUYER, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 17. Indemnification.

BUYER agrees to indemnify, defend (with counsel reasonably approved by SELLER) and hold harmless SELLER, San Bernardino County ("COUNTY"), and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SELLER or the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. BUYER's indemnification obligation applies to the "active" as well as "passive" negligence of SELLER or COUNTY does not apply to the "sole negligence" or "willful misconduct" of SELLER or COUNTY within the meaning of Civil Code Section 2782. BUYER's indemnity obligations shall survive the respective Close of Escrow or any earlier termination of this Agreement.

Section 18. Defaults.

(a) Failure by either Party to perform a material obligation under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured twenty (20) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in this Section 18.

(b) Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer's rights to recover monetary damages against Seller set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall BUYER be entitled to obtain monetary damages of any kind from SELLER, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

(c) Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

(d) Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(e) In the event BUYER is in default of its obligations under this Agreement, SELLER shall have the right, without compensation to BUYER, to receive, retain, and/or use any and all work product that has been performed by BUYER and/or its agents, employees, contractors, sub-contractors, and consultants regarding the Property and BUYER's intended development thereon.

Section 19. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto. The parties shall be entitled to sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or county, state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or county, state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(d) The parties acknowledge and agree that this agreement was entered into and intended to be performed in San Bernardino County. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of the State of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino, San Bernardino District. The agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) If any legal action is instituted to enforce or declare a Party's rights hereunder, each Party, including the prevailing Party, must bear its own attorneys' fees and costs. This paragraph shall not apply to those attorneys' fees and costs directly arising from any third party legal action against SELLER and/or COUNTY, including such attorneys' fees and costs payable under Section 17, Indemnification, and Section 28, Public Records Disclosure.

Section 20. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the transaction in this Agreement; provided, however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 21. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section 21(d).

Section 22. Executive Order N-6-22 Russia Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State that SELLER is a target of Economic Sanctions or is conducting prohibited transaction with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 days to provide a written response. Termination shall be at the sole discretion of SELLER.

Section 23. Campaign Contribution Disclosure (SB 1439).

BUYER has disclosed to the SELLER using Exhibit "E" - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250

to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of BUYER's proposal to the SELLER, or (2) 12 months before the date this contract was approved by the Board of Supervisors. BUYER acknowledges that under Government Code section 84308, BUYER is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the SELLER's consideration of the contract.

In the event of a proposed amendment to this contract, the BUYER will provide the SELLER a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the BUYER or by a parent, subsidiary or otherwise related business entity of BUYER.

Section 24. Real Estate Brokerage Commission.

Each party represents and warrants for itself that it has not retained any brokers or finders to represent its interests in connection with the transaction contemplated in this Agreement. Each party shall indemnify and hold the other harmless from and against any and all loss, cost and expense (including reasonable attorneys' fees) arising out of or resulting from any breach of said representation and warranty by the indemnifying party, including (but not limited to) any claims for brokerage commission, finder's fee, or similar compensation made by any person arising out of or in connection with this Agreement or the transaction contemplated herein. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

Section 25. Successors and Assigns; Assignment.

This Agreement shall bind and inure to the benefit of SELLER and BUYER and BUYER's permitted successors and assigns. This Agreement shall not be assigned or otherwise transferred by BUYER without the prior written consent of SELLER in its sole discretion. Any change in control or ownership of BUYER shall be deemed an assignment requiring SELLER's consent for purposes of this Agreement.

Section 26. Former County Officials.

BUYER has set forth on Exhibit "F" of this Agreement certain information on former COUNTY administrative officials (as defined below) who are employed by or represent BUYER. The information provided includes a list of the full names of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of BUYER. The information should also include the title/description of the official's last position with COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with BUYER, and the date the official entered BUYER's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board

of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Section 27. Prohibited Persons and Transactions.

BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 28. Public Records Disclosure.

BUYER acknowledges and agrees that all information received by SELLER from BUYER or any source concerning the Agreement or the Property, including the Agreement itself, may be treated by SELLER as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 7920.000 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). BUYER further acknowledges and agrees that, although all information received by SELLER in connection with the Agreement or the Property are intended for the exclusive use of SELLER, such information is potentially subject to disclosure under Public Records Laws. In the event BUYER, at the time any information is provided to SELLER, has reasonably requested in writing that certain information as to the Agreement or the Property be held in confidence and a request for disclosure of such information is thereafter received by SELLER, SELLER shall endeavor to notify BUYER of said request and shall thereafter disclose the requested information unless BUYER, within five (5) days of SELLER's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in SELLER's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by SELLER), and hold harmless SELLER and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Agreement, if SELLER does not notify BUYER of such disclosure request or if SELLER does not deem BUYER's basis for nondisclosure to be legally sufficient, as determined by SELLER in its sole discretion, SELLER shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and BUYER waives any and all such claims against SELLER. BUYER's indemnity obligation shall survive the expiration or earlier termination of the Agreement.

Section 29. Approval.

This Agreement is subject to, and will have no force or effect, until and unless approved by SELLER's governing body. Any and all amendments of this Agreement shall be in writing and shall require the approval of SELLER's governing body and the approval of BUYER.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

SELLER:
SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

BUYER:

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: _____

Title: _____

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions ("Agreement") and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder agrees that in the event of a conflict between the Agreement and any supplemental escrow instructions executed by the parties, the Agreement shall control. The escrow number assigned for this Agreement is _____.

_____, 2024

Title Company,
BOC License No.: _____

By: _____
_____, Escrow Officer

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”

**GENERAL DEPICTION OF SOUTH AREA, CENTRAL AREA, AND NORTH AREA OF
PROPERTY**

EXHIBIT “C”

FORM OF GRANT DEED

EXHIBIT “D”
HYPOTHETICAL ILLUSTRATIONS



EXHIBIT "E"
Campaign Contribution Disclosure
(Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

BUYER must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of BUYER:

RANCHO ETIWANDA, LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

JAMES L. PREVITI

4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of BUYER:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
WORTHINGTON PARTNERS	GREG DEVEREAUX

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, BUYER certifies that the statements made herein are true and correct. BUYER understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

RICHARD MANKVOLD, CFO

Print Name

Date

11-26-24
RANCHO GIMARRA, LLC

Print Entity Name, if applicable

EXHIBIT "F"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full names of former COUNTY Administrative Officials, the title/description of the Official's last position with COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with BUYER, and the date the Official entered LANDLORD's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

BUYER hereby certifies the information it has provided in this Exhibit "F" is true, complete, and accurate.

BUYER:

By: _____
(Name)

Title: _____

Date: _____