

Recording Requested By and
When Recorded Mail To:

Moreno Valley Housing Authority
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Authority Secretary

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fee under Government Code Sections 27383 and 6103.)

FIRST AMENDMENT TO 1995 OWNER PARTICIPATION AND LOAN AGREEMENT

This **FIRST AMENDMENT TO 1995 OWNER PARTICIPATION AND LOAN AGREEMENT** (“**First Amendment**”) is made and entered into as of this 4th day of March 2025 (“**Effective Date**”), by and among the **MORENO VALLEY HOUSING AUTHORITY**, a public body corporate and politic (“**Authority**”), and **BRIXTON PLANO TIC, LP**, a Delaware limited partnership, and **BRIXTON NSE MV, LP**, a Delaware limited partnership, as successor property owners (collectively, the “**Owner**”), with reference to the following recitals.

RECITALS

A. The Moreno Valley Housing Authority is a public body corporate and politic, organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.* (“**HAL**”); further, the Authority serves as the “housing successor” to the former and dissolved Redevelopment Agency of the City of Moreno Valley (“**Former Agency**”). The Housing Authority succeeded the Former Agency by operation of law and by action of the City Council of the City of Moreno Valley and as approved by the State of California, Department of Finance, as the “housing successor” pursuant to Part 1.8, Division 24, Section 34160, *et seq.* and Part 1.85, Division 24, Section 34170, *et seq.* of the California Health and Safety Code (“**HSC**” and together, “**Housing Successor Law**”).

B. In January 2012, the City Council of the City of Moreno Valley (“**City Council**”) adopted a resolution by which the City declined to assume the housing assets of and responsibility to perform the housing functions of the Former Agency and designated the Authority to serve and act as the “housing successor” under HSC Section 34176(b).

C. Pursuant to HSC Section 34176(a)(2), in or about July 2012 the Authority, as housing successor to the Former Agency, prepared a Housing Asset Transfer Schedule (“**HAT**”) and submitted the HAT to the State of California, Department of Finance (“**DOF**”) for review and approval. The DOF approved the HAT with certain modifications that are unrelated to the Original 1995 OPA or Original 1995 Covenants (terms defined below). The DOF-approved HAT includes the Original 1995 OPA, Original 1995 Covenants, 2000 Covenants (terms defined below),

and related instruments referenced in the Original 1995 OPA, which caused such instruments to be approved housing assets of the Authority, as housing successor, under the Housing Successor Law and housing assets held thereby pursuant thereto and the HAL.

D. The Former Agency and Countrywood Rental Associates, Ltd., a Utah limited partnership (“**Original Participant**”) entered into that certain *Owner Participation and Loan Agreement* dated as of May 1, 1995 and executed by the Former Agency on May 9, 1995 (“**Original 1995 OPA**”), which Original 1995 OPA related to Participant’s acquisition and substantial rehabilitation of certain real property improved with a 225-unit apartment complex (“**Project**”) located at 13400 Elsworth Street, Moreno Valley, California 92553 (“**Site**”). Attachment No. 1 to the Original 1995 OPA included the Site Map and Legal Description of the Site, which legal description is attached to this First Amendment as **Exhibit A**; and, a copy of the Original 1995 OPA is attached to this First Amendment as **Exhibit B**.

E. In implementation of the Original 1995 OPA, the Former Agency and Original Participant entered into that certain *Agreement Containing Covenants Affecting Real Property* dated as of May 9, 1995, duly executed by the parties, and recorded against the Site in the Official Records, County of Riverside, California (“**Official Records**”) as Instrument No. 177204 on June 2, 1995 (“**Original 1995 Covenants**”).

F. For purposes of this First Amendment but not as any modification herein or thereof, the Former Agency and Grand Meadows Properties, L.P., a California limited partnership, as a successor-in-interest to the Original Participant (“**Second Participant**”), entered into (i) that certain *Owner Participation and Loan Agreement*, dated July 31, 2000 (“**2000 OPA**”) and (ii) that certain *Agreement Containing Covenants Affecting Real Property* dated as of July 31, 2000 and recorded against the Property in the Official Records on August 4, 2000 as Instrument No. 2000-304142 (“**2000 Covenants**”). The 2000 OPA and 2000 Covenants may be referred to together herein as the “**2000 Agreements**”. The 2000 Agreements are not the subject of this First Amendment but for transparency among the parties hereto, as of the Effective Date the 2000 Covenants remain of record against the Site and both 2000 Agreements remain in full force and effect.

G. The Project originally had a common name of “Countrywood Apartments” and then was called “Grand Meadows Apartments” and presently is called “Elevate at Towngate”. This First Amendment affects the Elevate at Towngate Project, including the future renaming, if any, of the Project during the effectiveness of the Original 1995 OPA and implementing instruments.

H. The Site and Project were sold and in connection therewith the Original 1995 OPA and related instruments referenced therein were assigned and assumed, and thereby modified in part, by that certain *Assignment and Assumption of Agreements Containing Covenants Affecting Real Property*, dated as of January 31, 2019, and recorded on January 31, 2019 as Instrument No. 2019-0035078 in the Official Records (“**2019 Assignment**”), which was entered into by and between Mediterranean Fee Owner LP, a Delaware limited partnership, as assignor, and Owner, as assignee.

I. In connection with the 2019 Assignment, on January 23, 2019 the then serving City Manager of the City of Moreno Valley (“**City**”), who also served as the Authority Executive

Director, signed that certain consent page appended to the 2019 Assignment by which the City (and thereby the Authority) “consented to and acknowledged” such 2019 Assignment.

J. The Authority and Owner desire to enter into this First Amendment to clarify and modify certain terms in the Original 1995 OPA. The Original 1995 OPA, as modified by this First Amendment, shall be defined as the “1995 OPA”.

K. Of even date herewith, the Authority and Owner desire to and shall enter into that certain *First Amendment to 1995 Covenants* (as amended, “**1995 Covenants**”), which also shall clarify and modify certain terms in the Original 1995 Covenants to align with this First Amendment to OPA.

L. The 1995 Covenants and 1995 OPA, as amended, are referred to together as the “**1995 Agreements**”.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference and a substantive part of this First Amendment, the mutual benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Authority and Owner agree as follows:

A. Amendments to Original 1995 OPA.

1. Section III. G. [§307] is hereby amended and restated to read as follows:

“The covenants contained in this OPA shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site or any part thereof for the benefit and in favor of the Authority, the City of Moreno Valley (as an intended third party beneficiary), and their successors and assigns. The covenants against discrimination set forth in Sections 305 and 306 herein shall remain in effect in perpetuity. The remaining covenants contained in this OPA shall remain in effect until December 31, 2027.”

“(a) For purposes of clarity, the covenants with respect to occupancy restrictions, rent limitations, and other affordable housing requirements set forth in this OPA or in the 1995 Covenants, as amended, shall continue to apply until December 31, 2027, subject to the PNL as defined and described in Section 603 hereinafter.”

2. Section VII. C. [§603] is hereby added to read as follows:

“The Project on the Site is an assisted housing development and thereby the Participant, as owner, is subject to the Preservation Notice Laws, California Government Code Sections 65863.10, 65863.11, and 65863.13 and the implementing regulations and guide promulgated by the State of California, Department of Housing and Community Development (“**State HCD**”)

(together, “PNL”). The Participant, as owner of the assisted housing development, covenants to comply with the PNL, including all noticing and performance obligations arising from the expiration as of December 31, 2027 of the conditions, covenants and restrictions set forth herein and in the 1995 Covenants, as amended, and/or arising from the operation, sale, or transfer of the Site and/or Project.”

B. Full Force and Effect. Except as set forth in this First Amendment, all other provisions of the Original 1995 OPA not amended or modified herein shall remain unmodified and in full force and effect.

C. Successors and Assigns. This First Amendment shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

D. California Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

E. Counterparts. This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this *First Amendment to 1995 Owner Participation and Loan Agreement* as of the date first above written.

AUTHORITY:

MORENO VALLEY HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Brian Mohan, Executive Director
or Authorized Designee

ATTEST:

Patty Rodriguez, Authority Secretary
or Authorized Designee

APPROVED AS TO FORM:

STRADLING YOCCA CARLSON & RAUTH

Celeste Stahl Brady, Special Counsel

[Signatures Continued on Following Page]

“OWNER”

BRIXTON PLANO TIC, LP,
a Delaware limited partnership

By: Brixton Plano GP, LLC
a Delaware limited liability company
Its: Co-General Partner

By: Brixton Manager, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: Marc Brutton
Title: Authorized Signatory

By: PacH SAC-Midtown Holdings, LLC
a California limited liability company
Its: Managing General Partner

By: Pacific Housing, LLC,
a California nonprofit public benefit corporation
Its: Sole Member and Manager

By: _____
Name: Mark A. Wiese
Title: President

[Signatures Continue on Following Page]

BRIXTON NSE MV, LP,
a Delaware limited partnership

By: NSE MV Manager, LLC
a Delaware limited liability company

Its: Co-General Partner

By: New Standard Equities, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____
Name: Edward Ring
Title: Sole Member

By: PacH SAC-Midtown Holdings, LLC
a California limited liability company

Its: Managing General Partner

By: Pacific Housing, LLC,
a California nonprofit public benefit corporation
Its: Sole Member and Manager

By: _____
Name: Mark A. Wiese
Title: President

[Signatures Must Be Acknowledged; Jurats on next pages]

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

[continue on next pages]

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

[continue on next pages]

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

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WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

[continue on next page]

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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

Exhibit A

The land referred to herein below is situated in the City of Moreno Valley, County of Riverside, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF LOT 1 IN BLOCK 1 OF THE ALESSANDRO TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF COTTONWOOD AVENUE WITH THE CENTER LINE OF ELSWORTH STREET, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 41 PAGE 1 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID CENTER LINE OF ELSWORTH STREET, NORTH 00° 23' 30" WEST, 27.67 FEET FROM THE CENTER ONE-QUARTER SECTION CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE NORTH 00° 23' 30" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 29.25 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 1.21 FEET TO A POINT IN THE NORTHERLY LINE OF COTTONWOOD AVENUE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 14, 1956 AS INSTRUMENT NO. 41639 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,830.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 10° 16' 08" WEST;

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02° 39' 43", AN ARC DISTANCE OF 85.02 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 07° 36' 25" WEST;

THENCE NORTH 49° 12' 21" WEST, A DISTANCE OF 53.27 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT EASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF ELSWORTH STREET;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 137.25 FEET TO A POINT THEREIN FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 34' 50" EAST, A DISTANCE OF 588.23 FEET;

THENCE NORTH 00° 25' 10" WEST, A DISTANCE OF 697.75 FEET;

THENCE SOUTH 89° 34' 50" WEST, A DISTANCE OF 588.23 FEET TO A POINT IN SAID PARALLEL LINE;

THENCE SOUTH 00° 25' 10" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 697.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 1 IN BLOCK 1 OF THE ALESSANDRO TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF COTTONWOOD AVENUE WITH THE CENTER LINE OF ELSWORTH STREET, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 41 PAGE 1 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID CENTER LINE OF ELSWORTH STREET, NORTH 00° 23' 30" WEST, 27.67 FEET FROM THE CENTER ONE-QUARTER SECTION CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE NORTH 00° 23' 30" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 29.25 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 1.21 FEET TO A POINT IN THE NORTHERLY LINE OF COTTONWOOD AVENUE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 14, 1956 AS INSTRUMENT NO. 41639 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,830.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 10° 16' 08" WEST;

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02° 39' 43", AN ARC DISTANCE OF 85.02 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 07° 36' 25" WEST;

THENCE NORTH 49° 12' 21" WEST, A DISTANCE OF 53.27 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT EASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF ELSWORTH STREET;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 137.25 FEET TO A POINT THEREIN FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 34' 50" EAST, A DISTANCE OF 588.23 FEET;

THENCE NORTH 00° 25' 10" WEST, A DISTANCE OF 697.75 FEET;

THENCE SOUTH 89° 34' 50" WEST, A DISTANCE OF 602.33 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT EASTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES FROM THE AFORESAID CENTER LINE OF ELSWORTH STREET;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 5.00 FEET;

THENCE NORTH 89° 34' 50" EAST, A DISTANCE OF 607.33 FEET;

THENCE SOUTH 00° 25' 10" EAST, A DISTANCE OF 707.75 FEET;

THENCE SOUTH 89° 34' 50" WEST, 593.23 FEET TO A POINT IN THE AFORESAID LINE THAT IS

PARALLEL WITH AND DISTANT EASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF ELSWORTH STREET;

THENCE NORTH 00° 25' 10" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 5.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITY PURPOSES, OVER THOSE PORTIONS OF ELSWORTH STREET AND OF LOT 1, BOTH IN BLOCK 1 OF THE ALESSANDRO TRACT, IN THE CITY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF COTTONWOOD AVENUE WITH THE CENTER LINE OF ELSWORTH STREET, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 41 PAGE 1 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID CENTER LINE OF ELSWORTH STREET, NORTH 00° 23' 30" WEST, 27.67 FEET FROM THE CENTER QUARTER SECTION CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE NORTH 00° 23' 30" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 29.75 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID CENTER LINE OF ELSWORTH STREET, A DISTANCE OF 1.21 FEET TO A POINT IN THE NORTHERLY LINE OF COTTONWOOD AVENUE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 14, 1956 AS INSTRUMENT NO. 41639 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, FOR THE TRUE POINT OF BEGINNING, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,830.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 10° 16' 08" WEST;

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01° 23' 44" AN ARC DISTANCE OF 44.57 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT EASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF ELSWORTH STREET, THE RADIAL LINE AT SAID POINT BEARS NORTH 08° 52' 24" WEST;

THENCE NORTH 00° 25' 10" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 875.60 FEET;

THENCE SOUTH 89° 34' 50" WEST, A DISTANCE OF 44.00 FEET TO A POINT IN SAID CENTER LINE OF ELSWORTH STREET; THENCE SOUTH 00° 25' 10" EAST, ALONG SAID CENTER LINE, A DISTANCE OF 882.69 FEET TO THE TRUE POINT OF BEGINNING.

For reference purposes only: APN 291-120-017

Exhibit B

Original 1995 OPA

[SEE ATTACHED]