

**SECOND AMENDMENT TO
MARCH LIFECARE CAMPUS
DISPOSITION AND DEVELOPMENT AGREEMENT**

This **SECOND AMENDMENT TO MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT** (“**Second Amendment**”) is entered into by and between (1) the MARCH JOINT POWERS AUTHORITY, a California joint powers authority, acting in its own capacity (“**Authority**”) and (2) MARCH1 LLC, a California limited liability company (“**Developer**”). The Authority and the Developer are sometimes referred to, individually, in this Second Amendment as a “**Party**” and, collectively, as the “**Parties.**”

This Second Amendment is entered into by the Parties based upon the facts and circumstances set forth in the following Recitals.

RECITALS

A. The March Joint Powers Redevelopment Agency, a California public agency (“Agency”), and March Healthcare Development, LLC, a California limited liability company (“MHD”), entered into that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “Original Agreement”), as amended by the “First Amendment to March LifeCare Campus Disposition and Development Agreement” dated March 7, 2012 (“First Amendment”) (the First Amendment together with the Original Agreement, the “DDA”).

B. On January 22, 2016, MHD assigned its rights in and to the DDA to the Developer, an affiliate of MHD.

C. The DDA grants the Developer, among other things, the right to acquire the Acquisition Parcels from the Agency and concurrently sell same to Third Party Developer(s)/End User(s) for the development of Health Care Facilities in accordance with the Entitlements and Scope of Development (the “**Project**”).

D. Although the Developer, the Agency, and the Authority have been working diligently to effectuate the DDA and develop the Project, the Parties mutually recognize and agree that Developer’s ability to meet the performance requirements of Section 6.03 of the DDA have been, and will continue to be, impacted by factors not within the control of the Developer.

E. The Developer and the Authority desire to amend Section 6.03 of the DDA and the Schedule of Performance Exhibit D to link the Developer’s performance to activities within the control of the Developer and to establish deadlines for performance that consider the various agency approvals that will be needed for the Horizontal Improvements on the Property.

F. The Authority was granted the right to enter into an amendment of Section 6.03 and the Schedule of Performance Exhibit D, the, as a result of the Agency’s assignment to the Authority of the Agency’s rights and obligations under Section 6.03, and the Schedule of Performance Exhibit D.

G. The Authority is entering into this Second Amendment in its capacity as the Agency’s assignee as to the Agency’s rights and obligations under Section 6.03 and the Schedule of Performance Exhibit D.

E. **NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Authority and the Developer agree as follows:

OPERATIVE PROVISIONS

ARTICLE 1. EFFECTIVE DATE; DEFINITIONS; MEMORANDUM OF AGREEMENT

Section 1.01. This Second Amendment is reference dated as of September 12, 2018. It will not become effective (“**Second Amendment Effective Date**”) until the fourth (4th) day after the date on which all of the following have occurred: (1) the Developer’s authorized representatives have delivered three (3) fully executed counterpart originals to the Authority; (2) the Authority’s governing board has approved this Second Amendment as required by law; (3) the Authority’s Executive Director has executed this Second Amendment and delivered one (1) executed counterpart original of this Second Amendment to the Developer.

Section 1.02. Initially capitalized terms used in this Second Amendment will have the meanings given to those terms where they first appear. Initially capitalized terms used and not otherwise defined in this Second Amendment will have the meanings given to those terms in the DDA.

Section 1.03. From and after the Second Amendment Effective Date, wherever the term “**Agreement**” appears in the DDA and its exhibits, it will be read and understood to mean the DDA as modified by this Second Amendment. In addition, from and after the Second Amendment Effective Date, wherever the term “**Agency**” appears in Section 6.03 of the DDA and the Schedule of Performance Exhibit D, it will be read and understood to mean the “**Authority.**” Except as so expressly modified, all other terms, conditions and requirements of the DDA and its exhibits remain in full force and effect.

Section 1.04. The form of Memorandum of Agreement attached as Exhibit “C” to the First Amendment is replaced in its entirety with the form of Memorandum attached as Exhibit “C” to this Second Amendment.

ARTICLE 2. AMENDMENT OF SECTION 6.03 (SCHEDULE OF PERFORMANCE) OF THE ORIGINAL DDA

Section 2.01. Section 6.03 (Schedule of Performance) of the DDA is deleted and replaced in its entirety to read as follows”

“**Section 6.03. Schedule of Performance.** It is the intent of the Parties that the Property be developed in an expeditious manner, consistent with the Schedule of Performance, Exhibit D.


Subject to any delay due to Force Majeure, the Parties shall fulfill their obligations in accordance with the Schedule of Performance; provided, however, in the event consideration of any matter subject to the Schedule of Performance requires additional environmental analysis pursuant to the California Environmental Quality Act then the time for performance shall be extended until such analysis is completed. Failure to comply with the Schedule of Performance shall be a Default hereunder following notice and opportunity to cure entitling the non-defaulting Party to terminate and otherwise pursue its remedies under Article 9.

ARTICLE 4. AMENDMENT OF EXHIBIT “D”

The Schedule of Performance attached as Exhibit “D” to the Original Agreement is replaced in its entirety with the Schedule of Performance attached as Exhibit “D” to this Second Amendment.

[SIGNATURES TO FOLLOW]

MARCH JOINT POWERS AUTHORITY, a
California joint powers authority


By: 
Danielle M. Wheeler, DPA
Executive Director

Dated: September 26, 2018

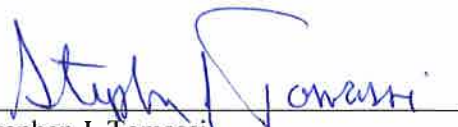
ATTEST:

By: 
Name: Carey Allen
Secretary

APPROVED AS TO FORM:
Best Best & Krieger LLP

By: 
Name: Thomas Rice
Attorney

MARCH1 LLC, a California limited liability
company

By: 
Name: Stephen J. Tomassi
Its: Co-Manager

Dated: September 29, 2018

By: 
Name: Daniel Niemann
Its: Co-Manager

Dated: 09.29.18

**EXHIBIT A
Site Map**

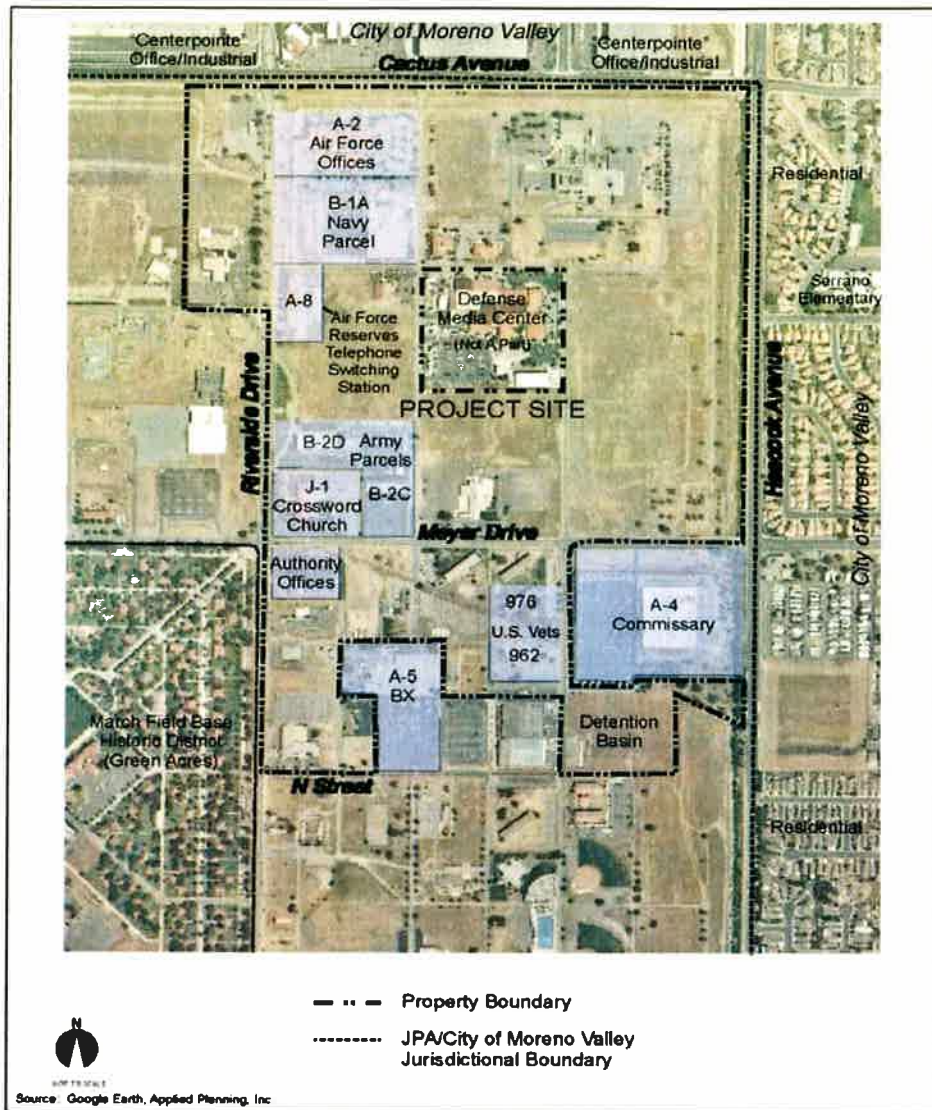


Exhibit A-1

EXHIBIT B

DDA Property

Those portions of Lots 1 and 8 in Block 262, and Lots 1 through 8, inclusive, in Block 261, and Lots 1 through 8, inclusive, in Block 280, and Lots 1 through 8, inclusive, in Block 281 of Map No. 1 of Bear Valley and Alessandro Development Co., as shown by map on file in Book 11 of Maps at page 10, thereof, Records of San Bernardino County, California, lying in Sections 13 and 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the centerline of Cactus Avenue with the centerline of Heacock Street (30.00 feet in half width), as shown on Record of Survey on file in Book 124 of Records of Survey at pages 69 through 81, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street being the easterly line of said Blocks 261 and 280;

Thence South $00^{\circ}26'00''$ West along said centerline of Heacock Street, a distance of 2640.57 feet to a point of intersection with the centerline of John F. Kennedy Drive as shown on Tract No. 19711 on file in Book 182 of Maps at pages 38 through 42, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the westerly line of Block 144 of said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South $00^{\circ}26'44''$ West along said centerline of Heacock Street, a distance of 26.65 feet to a point of intersection with the easterly prolongation of the northerly line of Parcel 5 of Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the easterly line of said Block 281;

Thence along the boundary line of said Parcel 5 the following seven (7) courses and distances:

- 1) North $89^{\circ}34'43''$ West, a distance of 858.46 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 100.00 feet, the radial line from said point bears South $00^{\circ}27'54''$ West;
- 2) Westerly, southwesterly and southerly along said curve, to the left, through a central angle of $90^{\circ}00'55''$, an arc distance of 157.11 feet;
- 3) South $00^{\circ}26'59''$ West, a distance of 71.74 feet to the beginning of a tangent curve, concave to the west, having a radius of 75.00 feet;
- 4) Southerly along said curve, to the right, through a central angle of $06^{\circ}50'44''$, an arc distance of 8.96 feet;
- 5) South $07^{\circ}17'43''$ West, a distance of 92.07 feet to the beginning of a tangent curve, concave to the east, having a radius of 75.00 feet;
- 6) Southerly along said curve, to the left, through a central angle of $06^{\circ}50'44''$, an arc distance of 8.96 feet;
- 7) South $00^{\circ}26'59''$ West, a distance of 569.36 feet to the southwesterly corner of said Parcel 5, said corner also being the northwesterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5D-B1050 on Quitclaim Deed recorded

Exhibit B-1

November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence along said boundary line of Parcel 5 and along the boundary line of said Parcel K-5D-B1050 the following eight (8) courses and distances:

- 1) South 89°33'04" East, a distance of 5.00 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 15.00 feet;
- 2) Northeasterly along said curve, to the right, through a central angle of 90°00'30", an arc distance of 23.56 feet;
- 3) South 89°33'04" East, a distance of 303.98 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 55.00 feet;
- 4) Northeasterly along said curve, to the left, through a central angle of 85°54'06", an arc distance of 82.46 feet;
- 5) South 89°33'04" East, a distance of 252.16 feet;
- 6) North 00°26'26" East, a distance of 160.24 feet;
- 7) South 89°33'04" East, a distance of 183.69 feet;
- 8) North 62°09'21" East along said boundary line and along the northeasterly prolongation thereof, a distance of 177.05 feet to a point on said centerline of Heacock Street;

Thence South 00°26'44" West along said centerline, a distance of 477.28 feet to a point thereon;

Thence North 89°33'16" West, a distance of 29.79 feet to a point on westerly right of way line of said Heacock Street, said point being the southeasterly corner of said Parcel K-5D-B1050;

Thence along said boundary line of Parcel K-5D-B1050 the following eight (8) courses and distances:

- 1) North 47°27'01" West, a distance of 88.64 feet;
- 2) North 65°55'13" West, a distance of 206.62 feet;
- 3) South 00°24'35" East, a distance of 446.13 feet;
- 4) North 89°37'53" West, a distance of 325.02 feet;
- 5) North 00°06'18" West, a distance of 15.17 feet;
- 6) North 88°47'08" West, a distance of 347.43 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20.00 feet;
- 7) Northwesterly along said curve, to the right, through a central angle of 89°13'01", an arc distance of 31.14 feet

8) North 00°25'53" East, a distance of 362.61 feet to a point of intersection with the easterly prolongation of the northerly line of that certain parcel of land conveyed to the March Joint Powers Authority described as Parcel J-4-B960 on said Quitclaim Deed recorded November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence North 89°38'33" West along said easterly prolongation and along said northerly line, a distance of 685.72 feet to a point on the easterly boundary line of Parcel 4 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof Records of Riverside County, California;

Thence along the boundary line of said Parcel 4 the following six (6) courses and distances:

- 1) North 00°21'11" East, a distance of 45.80 feet;
- 2) South 89°45'19" East, a distance of 18.14 feet;
- 3) North 00°20'40" East, a distance of 305.07 feet;
- 4) North 89°38'45" West, a distance of 547.07 feet;
- 5) South 00°21'13" West, a distance of 330.00 feet;
- 6) South 89°38'51" East, a distance of 167.04 feet;

Thence South 00°21'03" West along said boundary line and along the southerly prolongation thereof, a distance of 424.47 feet to a point on the southerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "4th Street South and Vicinity Streets" on Quitclaim Deed recorded September 21, 2007 as Document No. 2007- 0594725, Official Records of Riverside County, California;

Thence North 89°35'04" West along said southerly line, a distance of 187.77 feet to an angle point thereon;

Thence North 89°39'20" West continuing along said southerly line, a distance of 460.19 feet to a point on the westerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "Riverside Drive" on Quitclaim Deed recorded June 27, 2007 as Document No. 2007-0416182, Official Records of Riverside County, California;

Thence along said westerly line of parcel so conveyed the following five (5) courses and distances:

- 1) North 00°25'58" East, a distance of 1292.52 feet
- 2) North 01°07'52" West, a distance of 111.70 feet;
- 3) North 00°42'13" East, a distance of 738.58 feet;
- 4) South 89°1747" East, a distance of 7.67 feet;
- 5) North 00°13'55" East, a distance of 489.86 feet to the southeasterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as "Castle Street" on said Quitclaim Deed recorded September 21, 2007 as Document No. 2007-0594725, said point being

the beginning of a non-tangent curve, concave to the southwest, having a radius of 45.00 feet, the radial line from said point bears South 89°47'49" West;

Thence northerly, northwesterly and westerly along the southerly line of said parcel so conveyed and along said curve, to the left, through a central angle of 89°20'52", an arc distance of 70.18 feet;

Thence North 89°05'07" West along said southerly line, a distance of 358.82 feet to a point of intersection with the southerly prolongation of the easterly line of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel B2595 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, California;

Thence North 00°33'08" East along said southerly prolongation and along said easterly line, a distance of 1311.87 feet to a point on the northerly line of March Air Reserve Base as shown on said Record of Survey, said line also being the centerline of said Cactus Avenue as shown on said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South 89°33'32" East along said northerly line and along said centerline, a distance of 420.28 feet to an angle point thereon;

Thence continuing along said northerly line and along said centerline South 89°34'42" East, a distance of 2640.23 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM Parcels 1, 2 and 3 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California and Parcel 1 of Record of Survey on file in Book 106 at page 87 thereof, Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel J-1 on Quitclaim Deed recorded May 17, 2006 as Document No. 2006-0359740, Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5C Area 5 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, described as follows:

BEGINNING at the northerly end of that certain course on the westerly line of said parcel as shown on said Quitclaim Deed being South 03°17'51" West 121,41 feet (record being South 03°17'58" West 121.40 feet), said point also being the beginning of a tangent curve, concave to the southeast, having a radius of 40.00 feet;

Thence northeasterly along said westerly line and along said curve, through a central angle of 87°10'33", an arc distance of 60.86 feet to a point on the northerly line of said parcel;

Thence South 89°31'36" East along said northerly line, a distance of 326.43 feet to a point thereon;

Thence South 00°27'14" West, a distance of 199.10 feet;

Thence North 89°31'36" West, a distance of 372.42 feet to a point on said westerly line;

Thence North 00°27'14" East, along said westerly line, a distance of 39.80 feet to an angle point thereon;

Exhibit B-4

Thence North 03°17'51" East along said westerly line, a distance of 121.41 feet to the **POINT OF BEGINNING**.

Containing 189.71 acres, more or less.

IT IS NOT INTENDED THAT THIS LEGAL DESCRIPTION INCLUDE THE LANDFILL LOCATED ON LAND OWNED BY THE CITY OF MORENO VALLEY LOCATED AT THE SOUTHEAST CORNER OF THE BOUNDARY DESCRIBED ABOVE.

EXHIBIT C

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, California 92518
Attention: Executive Director

Exempt from Recording Fees per Govt. Code §27383

MEMORANDUM OF MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT

This MEMORANDUM OF MARCH LIFECARE CAMPUS DISPOSITION AND DEVELOPMENT AGREEMENT (“Memorandum of Agreement”) is reference dated [____], 2018, by and between MARCH JOINT POWERS AUTHORITY, a California joint powers authority, acting in its own capacity (“Authority”) and MARCH1 LLC, a California limited liability company (“Developer”).

RECITALS

A. The Developer, as the ultimate successor in interest to March Healthcare Development, LLC pursuant to that certain Assignment of Disposition and Development Agreement to an Affiliate dated January 22, 2016 (the “DDA Assignment”), and the Authority, as the assignee to Articles 3, 4, 5 and 9 and Section 6.03 and the Schedule of Performance Exhibit D, are parties to that certain March LifeCare Campus Disposition and Development Agreement dated April 7, 2010 (the “Original Agreement”), as amended by the “First Amendment to March LifeCare Campus Disposition and Development Agreement” dated March 7, 2012 (“First Amendment”) and this “Second Amendment to March Lifecare Campus Disposition and Development Agreement” dated September 12, 2018. (“Second Amendment”). As used herein, the term “Agreement” means the Original Agreement as modified by the First Amendment and Second Amendment.

B. The Agreement pertains to the Property legally described on the attached Exhibit A.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the parties agree as follows:

1. Incorporation by Reference; Notice. This Memorandum incorporates by reference all of the terms set forth in the Agreement as though set forth in full herein. Capitalized terms not defined herein shall have the meaning set forth in the Agreement unless the context dictates otherwise. All successors-in-interest to each of the parties herein are hereby placed on notice that each of the parties herein shall, under the circumstances specified in the Agreement, have certain rights and remedies with respect to the Property.

Exhibit C-1

This Memorandum is intended to provide notice of the existence of the Agreement, including the Second Amendment which revises the Schedule of Performance contained in Exhibit D of the Agreement. It does not amend or otherwise modify the Agreement in any manner. In the event of any conflict or inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

2. Recording. The parties agree that this Memorandum shall be recorded in the public records of the County of Riverside concurrently with and with respect to the Closing of each Acquisition Parcel.

3. Binding Effect/Amendment. This Memorandum shall be binding upon the parties hereto, their administrators, heirs, successors or assigns and can be changed only by written agreement signed by all parties.

4. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

This Memorandum is reference dated [_____], 2018, and has been executed on behalf of Developer and the Authority by and through the respective signatures of their respective authorized representative(s) set forth below.

[SIGNATURES TO FOLLOW]

MARCH JOINT POWERS AUTHORITY, a
California joint powers authority

By: _____
Danielle M. Wheeler, DPA
Executive Director

Dated: _____

ATTEST:

By: _____

Name: _____
Secretary

APPROVED AS TO FORM:
Best Best & Krieger LLP

By: _____

Name: _____
Attorney

MARCH1 LLC, a California limited liability
company

By: _____
Name: Daniel Niemann
Its: Co-Manager
Dated: _____

EXHIBIT A

Legal Description of DDA Property

Those portions of Lots 1 and 8 in Block 262, and Lots 1 through 8, inclusive, in Block 261, and Lots 1 through 8, inclusive, in Block 280, and Lots 1 through 8, inclusive, in Block 281 of Map No. 1 of Bear Valley and Alessandro Development Co., as shown by map on file in Book 11 of Maps at page 10, thereof, Records of San Bernardino County, California, lying in Sections 13 and 24, Township 3 South, Range 4 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the centerline of Cactus Avenue with the centerline of Heacock Street (30.00 feet in half width), as shown on Record of Survey on file in Book 124 of Records of Survey at pages 69 through 81, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street being the easterly line of said Blocks 261 and 280;

Thence South $00^{\circ}26'00''$ West along said centerline of Heacock Street, a distance of 2640.57 feet to a point of intersection with the centerline of John F. Kennedy Drive as shown on Tract No. 19711 on file in Book 182 of Maps at pages 38 through 42, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the westerly line of Block 144 of said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South $00^{\circ}26'44''$ West along said centerline of Heacock Street, a distance of 26.65 feet to a point of intersection with the easterly prolongation of the northerly line of Parcel 5 of Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California, said centerline of Heacock Street also being the easterly line of said Block 281;

Thence along the boundary line of said Parcel 5 the following seven (7) courses and distances:

- 1) North $89^{\circ}34'43''$ West, a distance of 858.46 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 100.00 feet, the radial line from said point bears South $00^{\circ}27'54''$ West;
- 2) Westerly, southwesterly and southerly along said curve, to the left, through a central angle of $90^{\circ}00'55''$, an arc distance of 157.11 feet;
- 3) South $00^{\circ}26'59''$ West, a distance of 71.74 feet to the beginning of a tangent curve, concave to the west, having a radius of 75.00 feet;
- 4) Southerly along said curve, to the right, through a central angle of $06^{\circ}50'44''$, an arc distance of 8.96 feet;
- 5) South $07^{\circ}17'43''$ West, a distance of 92.07 feet to the beginning of a tangent curve, concave to the east, having a radius of 75.00 feet;
- 6) Southerly along said curve, to the left, through a central angle of $06^{\circ}50'44''$, an arc distance of 8.96 feet;
- 7) South $00^{\circ}26'59''$ West, a distance of 569.36 feet to the southwesterly corner of said Parcel 5, said corner also being the northwesterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5D-B1050 on Quitclaim Deed recorded

November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence along said boundary line of Parcel 5 and along the boundary line of said Parcel K-5D-B1050 the following eight (8) courses and distances:

- 1) South $89^{\circ}33'04''$ East, a distance of 5.00 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 15.00 feet;
- 2) Northeasterly along said curve, to the right, through a central angle of $90^{\circ}00'30''$, an arc distance of 23.56 feet;
- 3) South $89^{\circ}33'04''$ East, a distance of 303.98 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 55.00 feet;
- 4) Northeasterly along said curve, to the left, through a central angle of $85^{\circ}54'06''$, an arc distance of 82.46 feet;
- 5) South $89^{\circ}33'04''$ East, a distance of 252.16 feet;
- 6) North $00^{\circ}26'26''$ East, a distance of 160.24 feet;
- 7) South $89^{\circ}33'04''$ East, a distance of 183.69 feet;
- 8) North $62^{\circ}09'21''$ East along said boundary line and along the northeasterly prolongation thereof, a distance of 177.05 feet to a point on said centerline of Heacock Street;

Thence South $00^{\circ}26'44''$ West along said centerline, a distance of 477.28 feet to a point thereon;

Thence North $89^{\circ}33'16''$ West, a distance of 29.79 feet to a point on westerly right of way line of said Heacock Street, said point being the southeasterly corner of said Parcel K-5D-1050;

Thence along said boundary line of Parcel K-5D-I31050 the following eight (8) courses and distances:

- 1) North $47^{\circ}27'01''$ West, a distance of 88.64 feet;
- 2) North $65^{\circ}55'13''$ West, a distance of 206.62 feet;
- 3) South $00^{\circ}24'35''$ East, a distance of 446.13 feet;
- 4) North $89^{\circ}37'53''$ West, a distance of 325.02 feet;
- 5) North $00^{\circ}06'18''$ West, a distance of 15.17 feet;
- 6) North $88^{\circ}47'08''$ West, a distance of 347.43 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 20.00 feet;
- 7) Northwesterly along said curve, to the right, through a central angle of $89^{\circ}13'01''$, an arc distance of 31.14 feet

8) North 00°25'53" East, a distance of 362.61 feet to a point of intersection with the easterly prolongation of the northerly line of that certain parcel of land conveyed to the March Joint Powers Authority described as Parcel J-4-B960 on said Quitclaim Deed recorded November 05, 2007 as Document No. 2007-0674220, Official Records of Riverside County, California;

Thence North 89°38'33" West along said easterly prolongation and along said northerly line, a distance of 685.72 feet to a point on the easterly boundary line of Parcel 4 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof Records of Riverside County, California;

Thence along the boundary line of said Parcel 4 the following six (6) courses and distances:

- 1) North 00°21'11" East, a distance of 45.80 feet;
- 2) South 89°45'19" East, a distance of 18.14 feet;
- 3) North 00°20'40" East, a distance of 305.07 feet;
- 4) North 89°38'45" West, a distance of 547.07 feet;
- 5) South 00°21'13" West, a distance of 330.00 feet;
- 6) South 89°38'51" East, a distance of 167.04 feet;

Thence South 00°21'03" West along said boundary line and along the southerly prolongation thereof, a distance of 424.47 feet to a point on the southerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "4th Street South and Vicinity Streets" on Quitclaim Deed recorded September 21, 2007 as Document No. 2007- 0594725, Official Records of Riverside County, California;

Thence North 89°35'04" West along said southerly line, a distance of 187.77 feet to an angle point thereon;

Thence North 89°39'20" West continuing along said southerly line, a distance of 460.19 feet to a point on the westerly line of that certain parcel of land conveyed to The March Joint Powers Authority described as "Riverside Drive" on Quitclaim Deed recorded June 27, 2007 as Document No. 2007-0416182, Official Records of Riverside County, California;

Thence along said westerly line of parcel so conveyed the following five (5) courses and distances:

- 1) North 00°25'58" East, a distance of 1292.52 feet
- 2) North 01°07'52" West, a distance of 111.70 feet;
- 3) North 00°42'13" East, a distance of 738.58 feet;
- 4) South 89°17'47" East, a distance of 7.67 feet;
- 5) North 00°13'55" East, a distance of 489.86 feet to the southeasterly corner of that certain parcel of land conveyed to The March Joint Powers Authority described as "Castle Street" on said Quitclaim Deed recorded September 21, 2007 as Document No. 2007-0594725, said point being

the beginning of a non-tangent curve, concave to the southwest, having a radius of 45.00 feet, the radial line from said point bears South 89°47'49" West;

Thence northerly, northwesterly and westerly along the southerly line of said parcel so conveyed and along said curve, to the left, through a central angle of 89°20'52", an arc distance of 70.18 feet;

Thence North 89°05'07" West along said southerly line, a distance of 358.82 feet to a point of intersection with the southerly prolongation of the easterly line of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel B2595 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, California;

Thence North 00°33'08" East along said southerly prolongation and along said easterly line, a distance of 1311.87 feet to a point on the northerly line of March Air Reserve Base as shown on said Record of Survey, said line also being the centerline of said Cactus Avenue as shown on said Map No. 1 of Bear Valley and Alessandro Development Co.;

Thence South 89°33'32" East along said northerly line and along said centerline, a distance of 420.28 feet to an angle point thereon;

Thence continuing along said northerly line and along said centerline South 89°34'42" East, a distance of 2640.23 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM Parcels 1, 2 and 3 of said Record of Survey on file in Book 121 of Records of Survey at pages 83 through 90, inclusive thereof, Records of Riverside County, California and Parcel 1 of Record of Survey on file in Book 106 at page 87 thereof, Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel J-1 on Quitclaim Deed recorded May 17, 2006 as Document No. 2006-0359740, Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion of that certain parcel of land conveyed to The March Joint Powers Authority described as Parcel K-5C Area 5 on Quitclaim Deed recorded October 25, 2006 as Document No. 2006-0783417, Official Records of Riverside County, described as follows:

BEGINNING at the northerly end of that certain course on the westerly line of said parcel as shown on said Quitclaim Deed being South 03°17'51" West 121.41 feet (record being South 03°17'58" West 121.40 feet), said point also being the beginning of a tangent curve, concave to the southeast, having a radius of 40.00 feet;

Thence northeasterly along said westerly line and along said curve, through a central angle of 87°10'33", an arc distance of 60.86 feet to a point on the northerly line of said parcel;

Thence South 89°31'36" East along said northerly line, a distance of 326.43 feet to a point thereon;

Thence South 00°27'14" West, a distance of 199.10 feet;

Thence North 89°31'36" West, a distance of 372.42 feet to a point on said westerly line;

Thence North 00°27'14" East, along said westerly line, a distance of 39.80 feet to an angle point thereon;

Thence North 03°17'51" East along said westerly line, a distance of 121.41 feet to the **POINT OF BEGINNING**.

Containing 189.71 acres, more or less.

IT IS NOT INTENDED THAT THIS LEGAL DESCRIPTION INCLUDE THE LANDFILL LOCATED ON LAND OWNED BY THE CITY OF MORENO VALLEY LOCATED AT THE SOUTHEAST CORNER OF THE BOUNDARY DESCRIBED ABOVE.

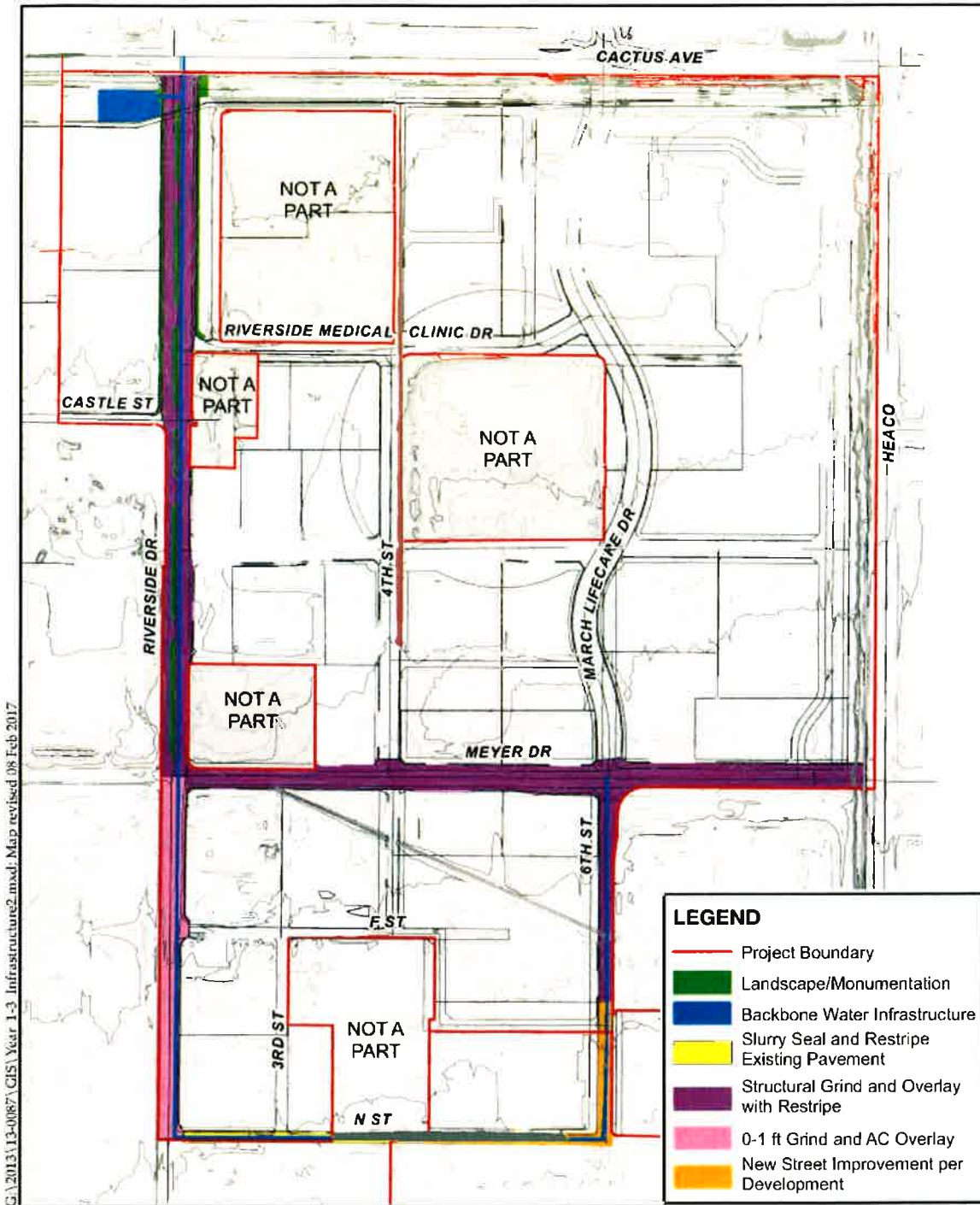
EXHIBIT D

Schedule of Performance

It is the intent of the Agency and the Developer that construction of the Horizontal Improvements will commence based on a Right of Entry Agreement from the Agency. Action numbers 1, 2, 3, and 4 are absolute dates, the failure of which would entitle either party to terminate the DDA in accordance with Section 6.03.

	ACTION	DATE
1.	<u>Construction of Exhibit D-1 Horizontal Improvements.</u> Developer shall complete the construction of the Exhibit A Horizontal Improvements.	Within three (3) years following the Second Amendment Effective Date.
2.	<u>Completion of Construction of Exhibit D-II Horizontal Improvements.</u> Developer shall complete construction of Exhibit D-II Horizontal Improvements.	Within six (6) years following the Second Amendment Effective Date.
3.	<u>Construction of Exhibit D-III Horizontal Improvements.</u> Developer shall commence construction of Exhibit D-III Horizontal Improvements.	Within nine (9) years following the Second Amendment Effective Date.
4.	<u>Completion of Construction of Exhibit D-IV Horizontal Improvements.</u> Developer shall complete construction of Exhibit D-IV Horizontal Improvements.	Within ten (10) years following the Second Amendment Effective Date.

Exhibit D-1



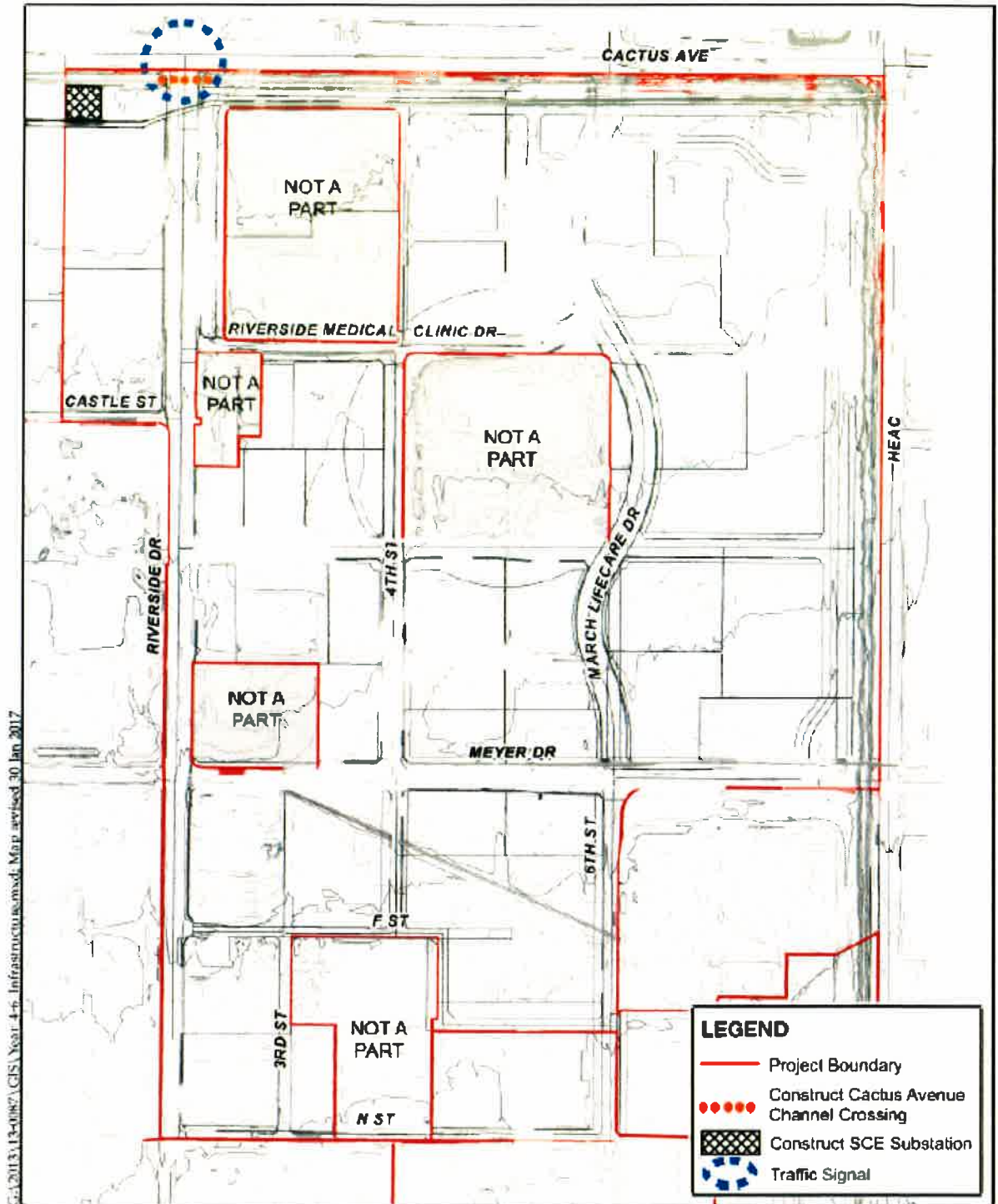
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YEAR 1 - 3
March Lifecare Campus Infrastructure Exhibit

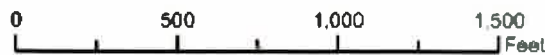


Exhibit D-1 of Exhibit D

Exhibit D-II



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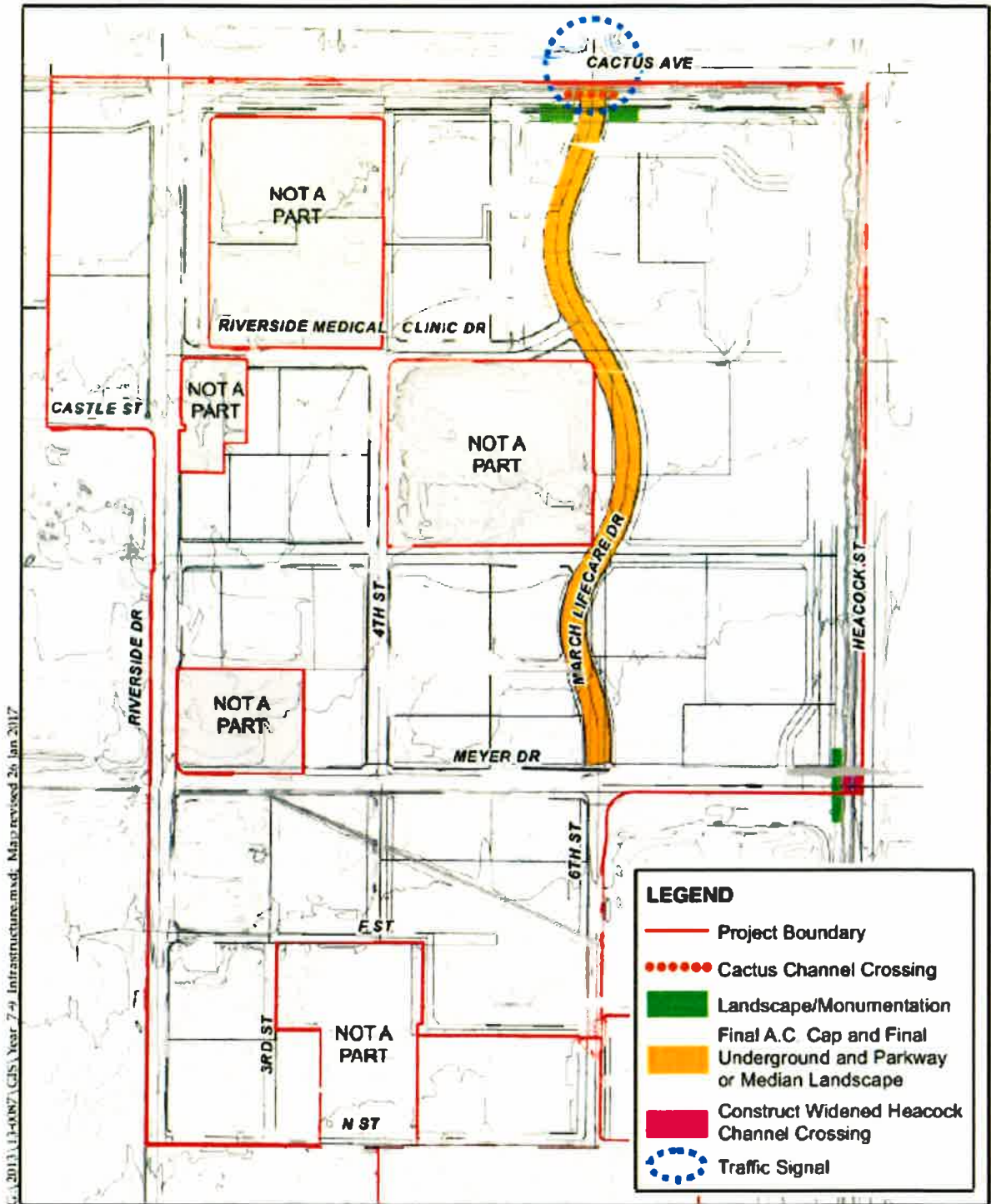


YEAR 4 - 6
March Lifecare Campus Infrastructure Exhibit



Exhibit D-2 of Exhibit D

Exhibit D-III



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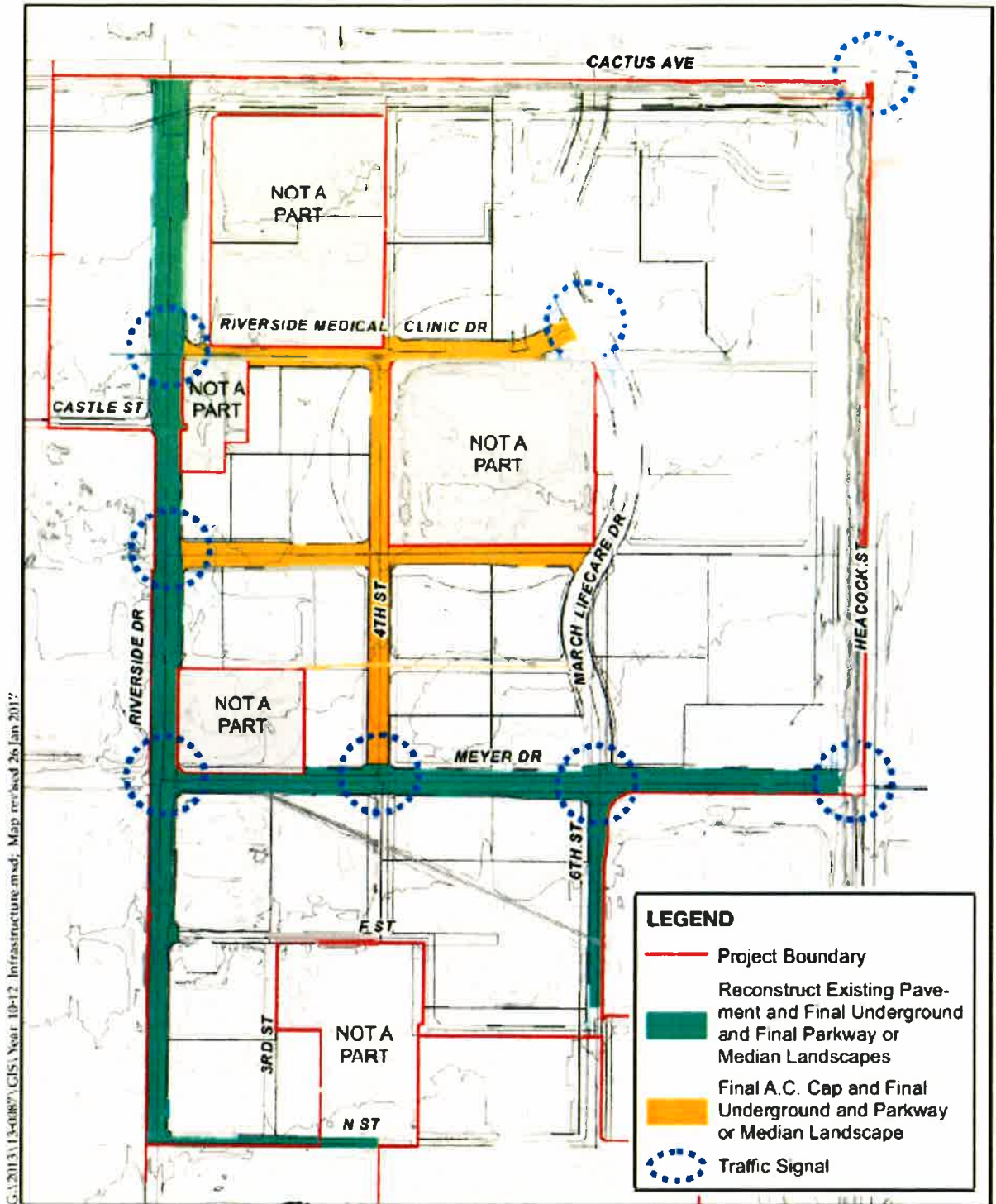
YEAR 7 - 9

March Lifecare Campus Infrastructure Exhibit



Exhibit D-3 of Exhibit D

Exhibit D-IV



YEAR 10

March Lifecare Campus Infrastructure Exhibit

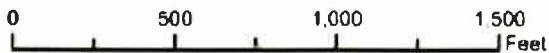


Exhibit D-4 of Exhibit D