

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (“**Agreement**”) is effective as of _____, 2023 (“**Effective Date**”), by and among the City of Pomona, a municipal corporation (the “**City**”), Rio Venture Group, LLC, a California limited liability company, as to an undivided 80% interest, and Massoud Mousavi and Roksana Badkoubei, as Trustees of the Mousavi Family Trust dated November 15, 2007, as to an undivided 20% interest, as tenants in common (collectively, the “**Owner**”) (each a “**Party**” and together the “**Parties**”).

RECITALS:

A. Owner owns certain real property commonly known as 8 Rio Rancho Road, Pomona, California 91766 (APN 8344-024-013) (the “**Property**”).

B. A portion of the Property, as more particularly described on Exhibit A attached hereto (the “**Easement Area**”), is encumbered by that certain Easement recorded on December 3, 1987 as Instrument No. 87-1909785 in the Official Records of Los Angeles County, California (the “**Easement**”), which Easement Area is improved with a monument sign (the “**Sign**”).

C. Pursuant to that certain License Agreement dated as of March 17, 1997 (and all amendments and modifications thereto, if any, collectively, the “**Lease**”), between the City, as successor-in-interest to the Pomona Redevelopment Agency, and T-Mobile West LLC, a Delaware limited liability corporation (“**Tenant**”), as successor-in-interest to Pacific Bell Mobile Services, a California corporation, Tenant leases a portion of the Easement Area and the Sign for telecommunications purposes.

D. The City and Owner desire to (i) assign to Owner, all of the City’s right, title, and interest in, to and under the Lease, and (ii) terminate the City’s right to be a party to any wireless leases or licenses (collectively, “**Wireless Leases**”) for any portion of the Easement Area or the Sign.

E. In connection with the transactions contemplated by this Agreement (the “**Transaction**”), the City and Owner desire to enter into (i) that certain Assignment and Assumption of Lease in the form attached hereto as Exhibit B (the “**Assignment of Lease**”), and (ii) that certain Notice of Assignment of Lease and Redirection of Payments in the form attached hereto as Exhibit C (the “**Tenant Notice**”, and together with the Assignment of Lease, the “**Transaction Documents**”).

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. Recitals: The Recitals stated above are true and correct. Both the Recitals and Exhibits referenced throughout this Agreement are incorporated herein as part of this Agreement.

2. Transaction Documents. No later than five (5) business days following the Effective Date, the City and Owner each shall execute and deliver the Transaction Documents to Ervin Cohen & Jessup LLP, Attn: Julie Zalgison, Esq., 9401 Wilshire Boulevard, 12th Floor, Beverly Hills, California 90212.

3. Future Wireless Leases. The City acknowledges and agrees that as of the Effective Date, the City shall have no right to be a party to Wireless Leases for any portion of the Easement Area or the Sign, including, without limitation, any right to receive rent or other revenue under any Wireless Leases,

and Owner shall be the sole landlord under such Wireless Leases. For the avoidance of doubt, the Easement shall continue in full force and effect for the purposes stated therein.

4. Termination Consideration. In consideration of the City's relinquishment of its rights, title, and interest in, to and under the Lease and any future Wireless Leases, Owner shall pay to the City the sum of Forty Thousand Eight Hundred Thirty-Five and 33/100 Dollars (\$40,835.33), to be paid within five (5) business days of delivery of the City's executed counterparts of the Transaction Documents. Said payment shall be made payable to the City of Pomona by cashier's check. Notwithstanding the foregoing, in the event the Transaction closes prior to June 30, 2023, the rent under the Lease for June 2023 shall be prorated at a rate equal to \$33.52 per day and the consideration shall be reduced by such prorated amount.

5. Representations and Warranties.

5.1 The City represents and warrants to Owner as of the Effective Date that: (a) the execution, delivery and performance of this Agreement and the Transaction Documents will not (i) violate or conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any contract or agreement binding upon the City, or (ii) constitute a violation of any applicable code, statute, ordinance, regulation, resolution, or other law, or any judgment, decree, order, or rule by which the City is bound; and (b) there is no action or proceeding pending or threatened against the City which challenges or otherwise impairs the City's ability to execute or perform its obligations under this Agreement.

5.2 Owner represents and warrants to the City as of the Effective Date that: (a) the execution, delivery and performance of this Agreement and the Transaction Documents will not (i) violate or conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any contract or agreement binding upon Owner or the Property, or (ii) constitute a violation of any applicable code, statute, ordinance, regulation, resolution, or other law, or any judgment, decree, order, or rule by which Owner or the Property is bound; and (b) there is no action or proceeding pending or threatened against Owner or the Property which challenges or otherwise impairs Owner's ability to execute or perform its obligations under this Agreement.

6. Transaction Costs. Each party shall pay its own attorneys' fees relating to the Transaction.

7. Mutual Release. In consideration of the Parties' mutual covenants and obligations under this Agreement and except for the obligations created by or set forth in this Agreement, each of the City and Owner hereby waives and releases the other and each of their respective successors, assigns, representatives, members, managers and agents, from all actions, claims, suits, demands, obligations or liabilities of any nature whatsoever, whether known or unknown, that may exist between them, including but not limited to any claims arising out of or in any way connected to the Easement or the Lease. In connection with such release, each of the City and Owner, on behalf of itself, and its successors and assigns, waives the benefit 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."

City's Initials

Owner's Initials

8. Indemnity, Defense, and Hold Harmless. Owner hereby agrees to indemnify, defend, pay for, and hold the City, the City Council, members of the City Council, its employees, agents and authorized volunteers harmless from and against any claims, demands, liabilities, actual losses, judgments, out-of-pocket expenses and reasonable outside attorneys' fees and costs resulting from the breach by Owner of any provision of this Agreement or the falsity of any representation or warranty made by Owner contained in this Agreement. The City hereby agrees to indemnify, defend, pay for, and hold Owner, its members, managers, trustees, and agents harmless from and against any claims, demands, liabilities, actual losses, judgments, out-of-pocket expenses and reasonable outside attorneys' fees and costs resulting from the breach by the City of any provision of this Agreement or the falsity of any representation or warranty made by the City contained in this Agreement.

9. Miscellaneous.

(a) The Parties have expressly agreed that, on or before the Effective Date, City will vacate and surrender the Property to Owner in its current "AS-IS" condition.

(b) If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible and does not materially change any of the Parties' rights or obligations under this Agreement, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

(c) The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future. Any waiver of this Agreement, in whole or in part, must be in writing executed by the Party against whom waiver is sought.

(d) This Agreement shall be interpreted and governed under the laws of the State of California, without regard to choice of law principles. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including reasonable attorneys' fees and expert costs and fees, expended or incurred in connection therewith, whether or not such dispute proceeds to court judgment or other final proceeding.

(e) This Agreement and the Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and any and all other written or oral agreements, understandings, or representations relating thereto are terminated and cancelled in their entirety and are of no further force or effect. This Agreement may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

(f) Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in Los Angeles County, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic mail or mailed counterparts, the signature pages, which shall be valid, binding and admissible as though original.

(h) Whenever requested by either Party, the other Party promptly shall execute and deliver or cause to be executed and delivered all such other and further instruments, documents, or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or

reasonably required in order to further and fully vest in such requesting Party the interests, privileges, and rights conferred or intended to be conferred by this Agreement.

(i) The Parties have cooperated in the preparation of this Agreement and have had the benefit of advice from counsel of their choice and, therefore, agree that this Agreement shall not be construed for or against any Party.

(j) This Agreement is intended to and shall be binding upon the Parties and their respective members, managers, trustees, beneficiaries, heirs, successors, and assigns (including, without limitation, any successor owners of the Property).

(k) Delivery of any required documents described in this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested and shall be considered received upon the date of delivery to the address of the person to receive such documentation.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY :

CITY OF POMONA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

OWNER:

RIO VENTURE GROUP, LLC,
a California limited liability company

By: _____
Name: Peter J. Hercz
Title: Manager

MASSOUD MOUSAVI, TRUSTEE OF
THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

ROKSANA BADKOUBEI, TRUSTEE
OF THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

That portion of Parcel 5 of Parcel Map No. 17353, In the City of Pomona, County of Los Angeles, State of California, as per Map filed in Book 189, pages 63 to 67 inclusive of Maps, in the office of the Recorder of said County, described as follows:

Beginning at that northwesterly corner of said Parcel 5 which is the point of intersection of those two lines in the boundary of said Parcel 5, the first line is shown on said Parcel Map as being 43.25 feet long and bearing North 4 degrees 13' 37" East, and the second line is shown as being 69.29 feet long and bearing North 39 degrees 38' 52" West; thence North 4 degrees 13' 37" East, 43.25 feet; thence North 48 degrees 06' 08" East, a distance of 50.00 feet to the beginning of a radial curve concave westerly and having a radius of 80.00 feet; thence southeasterly, southerly, and southwesterly along said curve through a central angle of 92 degrees 15' 00", a distance of 128.81 feet; thence radial to said curve North 39 degrees 38' 52" West, 50.00 feet to the POINT OF BEGINNING.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made as of _____, 2023 (the “**Effective Date**”), by and among the City of Pomona, a municipal corporation (“**Assignor**”), Rio Venture Group, LLC, a California limited liability company, as to an undivided 80% interest, and Massoud Mousavi and Roksana Badkoubei, as Trustees of the Mousavi Family Trust dated November 15, 2007, as to an undivided 20% interest, as tenants in common (collectively, “**Assignee**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under that certain License Agreement dated as of March 17, 1997 (and all amendments and modifications thereto, if any, collectively, the “**Lease**”), between Assignor, as successor-in-interest to the Pomona Redevelopment Agency, and T-Mobile West LLC, a Delaware limited liability corporation, as successor-in-interest to Pacific Bell Mobile Services, a California corporation.

2. Assumption. As of the Effective Date, Assignee hereby accepts the foregoing assignment, agrees to be bound by all of the terms and conditions of the Lease, and agrees to assume, perform and discharge, as and when due, all of the obligations of the licensor thereunder arising and/or accruing on and after the Effective Date.

3. Binding Effect. The provisions of this Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature pages are attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

CITY OF POMONA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

ASSIGNEE:

RIO VENTURE GROUP, LLC,
a California limited liability company

By: _____
Name: Peter J. Hercz
Title: Manager

MASSOUD MOUSAVI, TRUSTEE OF
THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

ROKSANA BADKOUBEI, TRUSTEE
OF THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

EXHIBIT C
TENANT NOTICE

_____, 2023

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance: IE04434A

Re: License Agreement dated as of March 17, 1997 (the “Lease”)
Site No.: IE04434A
Site Name: LA208 POMONA AUTO SIGN
Site Address: 8 Rio Rancho Road, Pomona, California 91766

Dear Sir or Madam:

Effective _____, 2023, all rights of the City of Pomona (the “**City**”) in and to the Lease were assigned to Rio Venture Group, LLC, a California limited liability company, as to an undivided 80% interest, and Massoud Mousavi and Roksana Badkoubei, as Trustees of the Mousavi Family Trust dated November 15, 2007, as to an undivided 20% interest (collectively, “**Assignee**”).

All amounts payable by you to the licensor under the Lease should now be made payable to Assignee. Reimbursements by you to Assignee for real or personal property taxes and utility reimbursements should continue without interruption.

PAYMENTS TO BE SENT TO:

Rio Venture Group, LLC
11 Madrigal
San Clemente, California 92673

This notice is subject to further information you may receive from Assignee.

Thank you very much,

CITY OF POMONA,
a municipal corporation

By: _____
Name: _____
Title: _____