

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

940



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
March 27, 2014

SUBJECT: Lease Agreement, Department of Public Health, Riverside, 10 – Year Lease, District 1, CEQA Exempt, [\$11,245,557]; 90% Federal Grants, 10% County General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Lease Agreement;
2. Authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND:

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA / AUDITOR-CONTROLLER
BY: Esteban Hernandez 3/27/14

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 428,560	\$ 153,616	\$ 11,245,557	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 42,856	\$ 15,362	\$ 1,124,556	\$ 0	

SOURCE OF FUNDS: 90% Federal Grants, 10% County General Fund
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

CP 1201
Wanghaus 4/1/2014

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 8, 2014
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem

Prev. Agn. Ref.: 3.38 of 11/20/12

District: 1/1

Agenda Number:

3-11

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 3/26/14
Departmental Concurrence

By: Michael Osur, Deputy Director for Susan Harrington
Director of Public Health, PH-Administration

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency / Facilities Management

FORM 11: Lease Agreement, Department of Public Health, Riverside, 10 – Year Lease, District 1, CEQA Exempt, [\$11,245,557]; 90% Federal Grants, 10% County General Fund

DATE: March 27, 2014

Page 2 of 3

BACKGROUND: Summary

On November 20, 2012, the Board of Supervisors approved Agenda item 3.38 authorizing the Economic Development Agency (EDA), Real Estate Division, to locate suitable leased office space for the Department of Public Health (DOPH) in the City of Riverside. The DOPH currently occupies approximately 33,973 square feet of leased space at 3900 Sherman Way, Riverside. Due to the growth and demand for services, DOPH requires additional space. The current facility cannot provide this space due to lack of square footage.

The Real Estate Division issued Requests for Proposals and received proposals from area landlords. After review of the proposals, The Towers at (Riverwalk) located at 4210 Riverwalk Parkway, Riverside was selected as the new location for DOPH. The new location consists of two class A office buildings totaling approximately 193,824 square feet of which the Department will occupy approximately 40,353 square feet. The new location will provide office space for Public Health Administration, the WIC Program Call Center, the Family Care Call Center, and the Department of Operations Center (DOC), Emergency Medical Services (EMS), and Chempack. The Healthcare System has approved this location for the Family Call Care Center.

The Landlord, at Landlord's sole cost and expense will provide full turn-key tenant improvements consisting of offices, break rooms, room partitions, conference and training center rooms, new carpet, tile, window coverings and related improvements for DOPH. Tenant improvements for the EMS, Chempack, Com and DOC Center requirements include a back-up emergency two ton generator and separately metered 24 hour dedicated HVAC systems for all telecom rooms, roof penetrations and cable tray installation to support several antennas for EMS/Chempack, Com and DOC Center, telecom and radio transmission requirements.

The current lease on Sherman Way expires on November 30, 2014. EDA negotiated eleven months of free rent at the new Riverwalk site to allow the DOPH on Sherman Way time to plan the relocation from Sherman Way to the new location upon completion of tenant improvements and prior to November 30, 2014. Rent will be paid for the Sherman Way building through November 30, 2014. First month's rent for Riverwalk is due upon occupancy. Thereafter, monthly rent for Riverwalk will commence in fiscal year 2015.

Pursuant to the California Environmental quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This Lease is summarized below:

Lessor:	Davenport Riverwalk Partners LLC 4204 Riverwalk Parkway Suite 360 Riverside, CA 92505-3286	
Premises Location:	4210 Riverwalk Parkway, Suites 110, 300 and 400, Riverside	
Size:	Current Square footage 33,973 square feet New Square footage 40,353 square feet	
Rent:	Current:	New:
	\$ 2.08 per sq. ft.	\$ 1.95 per sq. ft.
	\$ 70,738.29 per month	\$ 78,688.35 per month
	\$848,859.48 per year	\$944,260.20 per year

(Continued)

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FORM 11: Lease Agreement, Department of Public Health, Riverside, 10 – Year Lease, District 1, CEQA Exempt, [\$11,245,557]; 90% Federal Grants, 10% County General Fund

DATE: March 27, 2014

Page 3 of 3

BACKGROUND: Summary (Continued)

Total Rent	
Abatement:	\$865,571.85. The Eleven months of abated rent.
Abated Rent	First month's rent is due upon occupancy in Fiscal Year 2015, targeting July 1, 2014
Schedule:	No rent due until Twelfth month of occupancy in Fiscal Year 2015
Term:	New 10 Year Lease: July 1, 2014 thru June 30, 2024
Annual Increase:	Three percent
Early Termination:	County has a one-time right to terminate any time after year five of the original Lease with 180 days advance written notice of its intention to terminate. County shall pay a termination fee equal to the unamortized tenant improvement costs as shown in Exhibit B-1 of the Lease
Custodial:	Landlord
Maintenance:	Landlord
RCIT:	\$428,560.00
Improvements:	\$2,249,325.00 including a five percent contingency at Landlord's sole cost and expense (\$58.53 per square foot)

The attached Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

DOPH taking occupancy of this building which has been vacant for a period of approximately three years will provide a positive overall economic impact to the community. The construction phase will provide important construction jobs through the period of construction. The long term tenancy of DOPH in this region will benefit the community as a whole by providing an important and positive economic impact to local residents and businesses through the programs provided to the community and the creation of jobs and sales tax revenue.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibit A, B, & C. The DOPH has budgeted these costs in FY2013/14 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a new ten year Lease therefore there is no prior contract history. The Lease rate is a highly competitive market rate with negotiated free rent and improvements paid by the landlord.

Attachments: Exhibits A, B, & C and Lease

Exhibit A

FY 2013/14

Department of Public Health Lease Cost Analysis
4210 Riverwalk, Suites 110, 300 and 400, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	33,973	SQFT	
Approximate Cost per SQFT (July - Nov) Previous Lease	\$	2.02	
Approximate Cost per SQFT (Dec - June) Previous Lease	\$	2.08	
Lease Cost per Month (July - Nov) Previous Lease	\$	68,677.95	
Lease Cost per Month (Dec - June) Previous Lease	\$	70,738.29	
Total Lease Cost (July - Nov) Previous Lease	\$	343,389.75	
Total Lease Cost (Dec - June) Previous Lease	\$	495,168.03	
Total Estimated Lease Cost for FY 2013/14	\$	838,557.78	

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)		\$	<u>4,076.76</u>
Total Estimated Utility Cost	\$		48,921.12
RCIT - Lease Agreement	\$		428,560.00
Tenant Improvement - Lease Agreement	\$		-
EDA Lease Management Fee - 3.89%	\$		<u>32,619.90</u>
TOTAL ESTIMATED COST FOR FY 2013/14	\$		<u>1,348,658.80</u>
Amount Previously approved in previous lease	\$		920,098.80
Amount of FY13/14 for Lease Agreement	\$		<u>428,560.00</u>
TOTAL COUNTY COST 10.00%	\$		42,856.00

Exhibit B

FY 2014/15

**Department of Public Health Lease Cost Analysis
4210 Riverwalk, Suites 110, 300 and 400, Riverside**

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office Space	33,973	SQFT
New Office Space	40,353	SQFT

Approximate Cost per SQFT (July - Nov) Previous Lease	\$	2.08
Approximate Cost per SQFT (Dec - June)	\$	1.95

Lease Cost per Month (July - Nov) Previous Lease	\$	70,738.29
Lease Cost per Month (Dec)	\$	78,688.35
Lease Cost per Month (Jan - June)	\$	-

Total Lease Cost (July - Nov) Previous Lease	\$	353,691.45
Total Lease Cost (Dec)	\$	78,688.35
Total Lease Cost (Jan - June) Free Rent	\$	-
Total Estimated Lease Cost for FY 2014/15	\$	432,379.80

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12
Estimated Utility Costs per Month (July - June)		<u>\$ 4,842.36</u>

Total Estimated Utility Cost	\$	58,108.32
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RCIT - Lease Agreement	\$	-
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Tenant Improvement - Lease Agreement	\$	-
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EDA Lease Management Fee - 3.89%	\$	<u>16,819.57</u>
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TOTAL ESTIMATED COST FOR FY 2014/15	\$	<u>507,307.69</u>
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Amount Previously approved in previous lease	\$	353,691.45
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Amount of FY13/14 for Lease Agreement	\$	<u>153,616.24</u>
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TOTAL COUNTY COST 10.00%	\$	15,361.62
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Exhibit C

FY 2015/16 to FY 2023/24
Department of Public Health Lease Cost Analysis
4210 Riverwalk, Suites 110, 300 and 400, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 40,353 SQFT

	FY 2015/16	FY 2016/17	FY 2017/18 - FY 2023/24	
Approximate Cost per SQFT (July - Nov)	\$ 1.95	\$ 2.01		
Approximate Cost per SQFT (Dec - June)	\$ 2.01	\$ 2.07		
				Annual increase %
Lease Cost per Month (July - Nov)	\$ 78,688.35	\$ 81,049.00	\$ 639,665.95	
Lease Cost per Month (Dec - June)	\$ 81,049.00	\$ 83,480.47	\$ 658,855.93	3%
				# of Months
Total Lease Cost (July - Nov)	\$ 393,441.75	\$ 405,245.00	\$ 3,198,329.74	5
Total Lease Cost (Dec - June)	\$ 567,343.00	\$ 584,363.29	\$ 4,611,991.49	7
Total Estimated Lease Cost for FY 2015/16 to FY 2023/24	\$ 960,784.75	\$ 989,608.30	\$ 7,810,321.23	
<u>Estimated Additional Costs:</u>				
Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12	
Estimated Utility Costs per Month (July - June)	\$ 4,842.36	\$ 4,842.36	\$ 4,842.36	
Total Estimated Utility Cost	\$ 58,108.32	\$ 58,108.32	\$ 406,758.24	Make sure to update this cell with # of months
RCIT - Lease Agreement	\$ -	\$ -	\$ -	
Tenant Improvement - Lease Agreement	\$ -	\$ -	\$ -	
EDA Lease Management Fee - 3.89%	\$ 37,374.53	\$ 38,495.76	\$ 303,821.50	3.89%
TOTAL ESTIMATED COST FOR FY 2015/16 to FY 2023/24	\$ 1,056,267.60	\$ 1,086,212.38	\$ 8,520,900.96	
TOTAL COUNTY COST 10.00%	\$ 105,626.76	\$ 108,621.24	\$ 852,090.10	

\$ 11,245,557.19 F11: Cost - Total Cost
 \$ 1,124,555.72 F11: Net County Cost - Total Cost

LEASE
4210 Riverwalk Parkway
Suites 110, 300 and 400
Riverside, CA

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EXHIBITS

The following exhibits are attached hereto and made a part of this Lease:

Site Plan.....	Exhibit A
Parking Rules and Regulations.....	Exhibit A-1
Project Rules & Regulations.....	Exhibit A-2
Leasehold Improvement Agreement.....	Exhibit B
Amortization Schedule.....	Exhibit B-1
Final Space Plan.....	Exhibit B-2
Final Working Drawings.....	Exhibit B-3
Asbestos.....	Exhibit C
Confirmation of Lease Information.....	Exhibit D
Custodial Services Agreement.....	Exhibit E
General Construction Specifications for Leased Facilities.....	Exhibit F
Lessors Specifications for Leased Facilities.....	Exhibit F-1
Estoppel Certificate.....	Exhibit G
Subordination, Non-Disturbance & Attornment Agreement.....	Exhibit H

1 LEASE

2 DEPARTMENT OF PUBLIC HEALTH

3 COUNTY OF RIVERSIDE

4
5 **1. Parties.**

6 **1.1** This Lease ("Lease") is made by and between the **COUNTY OF**
7 **RIVERSIDE**, a political subdivision hereinafter referred to as "County" and
8 **DAVENPORT RIVERWALK PARTNERS LLC**, a Delaware limited liability company
9 hereinafter referred to as "Lessor." County and Lessor are hereinafter collectively
10 referred to as the "Parties" or individually as a "Party."

11 **2. Premises.**

12 **2.1 Letting.** Lessor hereby leases to County, and County hereby
13 leases from Lessor, the Premises, for the term, at the rental, and upon all terms,
14 covenants and conditions set forth in this Lease.

15 **2.2 Defined.** The Premises shall consist of that certain portion of the
16 Project, as defined herein, including all improvements therein or to be provided by
17 Lessor under the terms of this Lease, and commonly known as 4210 Riverwalk
18 Parkway, Suites 110, 300 and 400, located in the City of Riverside, County of
19 Riverside, State of California, and generally described as office space consisting of
20 approximately 40,353 square feet with approximately four per thousand unreserved
21 parking spaces (approximately 161 parking spaces), all as shown on the site plan
22 attached as Exhibit "A." It is understood that the Premises include all appurtenances
23 and easements thereto and the non-exclusive right of ingress and egress at all times to
24 and from the public streets and highways for County, its employees and invitees. The
25 Premises, the building, the Common Areas, the land upon which they are located,
26 along with all other buildings and improvements thereon, are herein collectively
27 referred to as the "Project." County and County's parties shall have the right to the
28 nonexclusive use of the parking facilities of the Project. The use of such parking

1 facilities shall be subject to the rules and regulations attached hereto as Exhibit A-1, as
2 such rules and regulations may be modified by Lessor from time to time, for the use of
3 such facilities.

4 **2.3 Common Areas Defined.** The term "Common Areas" is defined
5 as all areas and facilities outside the Premises and within the exterior boundary line of
6 the Project and interior utility raceways and installations within the Premises that are
7 provided by and designated by the Lessor from time to time for the general non-
8 exclusive use of Lessor, County, and other tenants of the Project and their respective
9 employees, suppliers, shippers, customers, contractors, and invitees, including but not
10 limited to common restrooms, parking areas, loading and unloading zones, trash areas,
11 roadways, walkways, driveways, and landscaped areas.

12 **2.4 County's Rights-Common Areas.** Lessor grants to County, for
13 the benefit of the County and its employees, suppliers, shippers, customers,
14 contractors, and invitees, during the term of this Lease, the non-exclusive right to use,
15 in common with others entitled to such use, the Common Areas as same may from
16 time to time exist. Lessor shall have the right to promulgate rules and regulations for
17 the management, safety, care, and cleanliness of the Common Areas and County
18 agrees to abide by those rules and regulations. A copy of the current rules and
19 regulations for the Project is attached hereto as Exhibit A-2, provided such rules and
20 regulations does not adversely affect County's use and occupancy of the Premises, the
21 parking, or accessibility of the Premises.

22 **2.5 Preparation of Premises/Acceptance.** The rights and obligations
23 of the Parties regarding the construction of the Premises before the commencement of
24 the Lease Term are stated in the attached Leasehold Improvement Agreement, Exhibit
25 "B." If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold
26 Improvement Agreement shall prevail.

27 **2.6 Condition of Premises.** Lessor shall deliver the Premises to
28 County in a fully clean and safe condition, free of hazards and debris, entirely permitted

1 and inspected by local authorities, on the Commencement Date, and Lessor warrants
2 for the term of this Lease, that all systems and equipment, including, but not limited to,
3 electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system,
4 elevators, building security systems including, security, lobby and door signage,
5 lighting, heating, ventilating and air conditioning systems ("HVAC,") that serve the
6 Premises and all other such elements in the Premises (herein defined as the "Base
7 Building Systems,") other than those installed or constructed by County, shall be in
8 safe, hazard free, good operating condition, and, the roof, bearing walls and foundation
9 of the Premises shall be free of material defect.

10 **2.7 Security Services.** Lessor to provide security patrol in parking
11 lots evenings, Monday through Friday and weekends.

12 **3. Use.**

13 **3.1** County shall use and occupy the Premises for the purpose of
14 providing office space for use by Department of Public Health for general
15 office/administrative, emergency preparedness and trainings uses. Should the
16 Premises be used for any other business of County government or any other legal use
17 which is reasonably comparable thereto then County agrees to obtain Lessor's prior
18 written approval, which approval shall not be reasonably withheld. Nothing contained in
19 this Lease shall be construed to require County to occupy the Premises continuously.

20 **4. Term.**

21 **4.1 Commencement.** This Lease shall be effective upon the date of
22 its full execution by the parties hereto. The Term of this Lease shall be for a period of
23 one hundred twenty months ("Original Term") commencing (Commencement Date) on
24 the date on which the Tenant Improvements, as defined in the attached Leasehold
25 Improvement Agreement, are substantially complete and both Lessor and County
26 accepts the Premises for occupancy, which shall occur only after Lessor delivers to
27 County a copy of the signed permit card issued by City Inspector, and executed by the
28 appropriate governing authority, if applicable, and provided that County, in its' sole

1 discretion, is satisfied that all leasehold improvements have been completed in
2 accordance with Exhibit "B" and Exhibit "F," and "F-1," excepting minor punch list items.
3 The Original Term shall expire at midnight on the last day of the one hundred twenty
4 (120) month term ("Expiration Date").

5 **4.2 Confirmation of Lease Information.** At such time as the
6 Commencement Date of this Lease has been determined, either Party may deliver to
7 the other Party a notice in the form set forth in the attached Exhibit "D," which the
8 receiving Party shall execute, after making any corrections necessary to conform the
9 information to the provisions of this Lease, and return to the forwarding Party within
10 thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the
11 notice to the other Party within thirty (30) days after the Lease Commencement Date.
12 Anything to the contrary notwithstanding, failure to forward or execute said notice shall
13 not invalidate or nullify the provisions of this Lease.

14 **4.3 Delay in Delivery of Premises.** If the Original Term of this Lease
15 has not commenced by 240 days from County's execution of this Lease, County may,
16 at its sole option, cancel this lease, and Lessor hereby waives any and all rights that it
17 may have against County for any costs, expenses and/or charges the Lessor may have
18 incurred as a result of preparing the Premises for occupancy.

19 **4.4 Holding Over.** Any holding over by County after the expiration of
20 said term or any extension thereof shall be deemed a month to month tenancy upon
21 the same terms and conditions of this Lease.

22 **5. Rent.** The anniversary dates shall be deemed to fall on the first day of
23 the first full month of each lease year following commencement of the Lease term.

24 **5.1 Rent.** County shall pay the sum of \$78,688.35 per month to
25 Lessor as rent for the Leased Premises, payable, in advance, on the first day of the
26 month or as soon thereafter as a warrant can be issued in the normal course of
27 County's business; provided, however, in the event rent for any period during the term
28 hereof which is for less than one (1) full calendar month said rent shall be pro-rated

1 based upon the actual number of days of said month. The Parties agree that the rent
2 for months 2 through 11 is a free rent period and that the rent shall be abated. First
3 month's rent shall be due upon occupancy.

4 **5.2 Percentage Increase.** Notwithstanding the provisions of Section
5 5.1 herein, the monthly rent shall be increased on each anniversary of this Lease by an
6 amount equal to three percent (3%) of such monthly rental.

7 **6. Options.**

8 **6.1 Option to Extend Term.** Lessor grants to County two (2)
9 option(s) to extend the Lease term ("Extension Option(s)"). Each Extension Option
10 shall be for a period of five (5) years ("Extended Term,") subject to the conditions
11 described in this Section 6.

12 **6.1.1 Exercise of Option.** The Extension Option(s) shall be exercised
13 by County delivering to Lessor written notice (herein "Notice of Exercise of Option")
14 thereof no later than one hundred eighty (180) days prior to the expiration of the
15 Original Term or any extension thereof.

16 **6.1.2 Option Rent.** The rent payable by County during any Extended
17 Term shall be at the Fair Market Rent. The "Fair Market Rent," shall be defined as the
18 monthly rental in comparable space, for a comparable use for a comparable period of
19 time, in comparable buildings in the Riverside leasing market vicinity. In its Notice of
20 Exercise of Option, County shall set forth County's opinion of the Rent to be payable
21 during the Extension Option, including County's opinion of the Fair Market Rent
22 including Market Rental increases. If Lessor objects thereto, within thirty (30) days of
23 receipt of County's Notice of Exercise of Option, Lessor shall give County written notice
24 of Lessor's opinion of the Rent to be payable during the Extension Option. After
25 County's receipt thereof, County shall appoint an appraiser or broker (collectively an
26 "Appraiser") to determine the Fair Market Rent and serve notice thereof on Lessor
27 (Notice of Appointment of Appraiser"). If appraiser(s) are used, any such appraiser
28 shall have at least five (5) years' experience in professional organization such as MAI

1 or equivalent. If broker(s) are used, the broker(s) shall have at least five (5) years of
2 experience in the sale and leasing of office real estate in the area in which the Building
3 is located. If County does not appoint an appraiser within thirty (60) days, the rent to
4 be paid during the Extension Option shall be (without further objection) the Rent as set
5 forth by Lessor. Lessor may within thirty (30) days of receipt of County's Notice of
6 Appointment of Appraiser appoint its own appraiser to determine Fair Market Rent. If
7 Lessor provides County timely Notice of Appointment of Appraiser, Lessor and County
8 shall each instruct their respective appraiser to meet promptly with the other appraiser
9 and select a third appraiser. If Lessor timely appoints an appraiser, the final and
10 binding determination of Fair Market Rent shall be the arithmetic average of the two
11 closest of the three appraisals. If Lessor elects not to appoint an appraiser, County's
12 Appraiser shall determine the Fair market Rent as herein provided and the
13 determination of solely such appraiser shall be final and bind on all parties. Each party
14 shall pay the cost of their own Appraiser and one-half the cost of the third Appraiser
15 making the determination.

16 **6.1.3** All terms and conditions of this Lease with exception of Rent and
17 Lease Term shall remain in full force and effect during the Extended Term.

18 **6.2 Right of First Offer to Lease Additional Space.** Subject and
19 subordinate to any existing rights of tenants in the Building existing at the time of this
20 lease, Lessor hereby grants to County a right of first offer to lease any directly adjacent
21 space to the Premises in the Building containing the leased Premises ("Adjacent
22 Premises,"). Lessor shall promptly notify County in writing of any available adjacent
23 space in the Building, including the square footage of the portion of the Adjacent
24 Premises proposed to be let and other terms and conditions for which County may
25 lease such adjacent available space. County shall have thirty (30) days within which to
26 notify Lessor in writing whether County agrees to lease the portion of the Adjacent
27 Premises under such terms and conditions set forth in Lessor's proposal. In the event
28 County fails to give written notice of its election to lease the proposed adjacent

1 available space, Lessor shall be free to offer and lease the Adjacent Premises to a third
2 party.

3 **6.3 County's Right to Early Termination.** During the Original Term
4 of this Lease, County shall have a one-time right to terminate the Agreement any time
5 after year five (5) of the Original Term. County shall provide Lessor one hundred
6 eighty (180) days advance written notice of its intention to terminate this Agreement
7 and tender to Lessor with its written notice a termination fee which represents the
8 unamortized tenant improvement costs for the Premises over the then remaining
9 Original Term based on the month and year of termination as shown in Exhibit B-1 .
10 Should County fail to deliver its written notice and termination fee in the manner
11 described herein at any time after year five (5) of the Original Lease Term, then County
12 shall forfeit its right to terminate this Lease.

13 **6.3.1 Notice.** County shall provide Lessor with written notification of its
14 election to terminate this Lease at least one hundred eighty (180) days prior to the date
15 of termination. County's notice shall state the reason for its termination of this Lease.
16 County's obligation to pay Rent shall continue through the termination date.

17 **7. Compliance.**

18 **7.1 Compliance.** Lessor warrants that the Premises and
19 improvements on the Premises shall comply with all applicable State and Federal laws,
20 covenants or restrictions of record, building codes, regulations and ordinances
21 ("Applicable Requirements") in effect on the Commencement Date of this Lease. If the
22 Premises do not comply with said warranty, Lessor shall, promptly after receipt of
23 written notice from County or any governmental agency having jurisdiction over such
24 matters setting forth the nature and extent of such non-compliance, rectify the same at
25 Lessor's expense. If the Applicable Requirements are hereinafter changed so as to
26 require during the term of this Lease ,the construction of an addition to or an alteration
27 of the Premises, the remediation of any Hazardous Substance as hereinafter defined,
28 or the reinforcement or other physical modification of the Premises Lessor shall,

1 promptly after receipt of written notice from County or any governmental agency having
2 jurisdiction over such matters setting forth the nature and extent of such non-
3 compliance, rectify the same at Lessor's expense.

4 **7.2 Americans with Disabilities.** Lessor warrants and represents the
5 Premises shall be readily accessible to and usable by individuals with disabilities in
6 compliance with Title III of the Americans with Disabilities Act of 1990 and California
7 Title 24, as amended from time to time and regulations issued pursuant thereto and in
8 effect from time to time. Any cost incurred to cause the Premises to comply with said
9 Act shall be borne by Lessor.

10 **7.3 Asbestos and Lead Based Paint.** Lessor warrants and
11 represents the Premises shall be constructed, operated and maintained free of hazard
12 from asbestos and lead based paint, as more fully set forth in the attached Exhibit "C."

13 **7.4 Hazardous Substance.** It is the intent of the Parties to construe
14 the term "Hazardous Substances" in its broadest sense. Hazardous Substance shall
15 be defined as any product, substance, or waste whose presence, use, manufacture,
16 disposal, transportation, or release, either by itself or in combination with other
17 materials, is either: (a) potentially injurious to the public health, safety or welfare, the
18 environment or the Premises; (b) regulated or monitored by any governmental
19 authority; or (c) a basis for potential liability of County to any governmental agency or
20 third party under any applicable statute or common law theory.

21 Lessor acknowledges that County's use may from time to time require the
22 presence of Hazardous Substances at the Premises. County agrees that all such
23 Hazardous Substances located in, at, or on the Premises shall be used, stored,
24 handled, treated, transported, and disposed of in compliance with all applicable laws.
25 County shall indemnify, defend and hold Lessor and each of their respective directors,
26 shareholders, partners, lenders, members, managers, contractors, affiliates and
27 employees (collectively, "**Lessor Indemnities**") from and against all claims, demands,
28 proceedings, losses, obligations, liabilities, causes of action, suits, judgments,

1 damages, penalties, costs and expenses (including, without limitation, reasonable
2 attorneys' fees and court costs) arising from or asserted in connection with the use or
3 presence of Hazardous Substances on the Premises by County or any County Party,
4 including, without limitation, by reason of any release of any Hazardous Substances by
5 County or any County Party in, under, on, or about the Project, except to the extent
6 arising from any Hazardous Substances introduced to property by Lessor or any
7 Lessor Indemnities. Lessor warrants and represents to County that Lessor has not
8 used, discharged, dumped, spilled or stored any Hazardous Substances on or about
9 the Premises, whether accidentally or intentionally, legally or illegally, and has received
10 no notice of such occurrence and has no knowledge that any such condition exists at
11 the Premises. If any claim is ever made against County relating to Hazardous
12 Substances present at or around the Premises, whether or not such substances are
13 present as of the date hereof, or any such Hazardous Substances are hereafter
14 discovered at the Premises (unless introduced by County, its agents or employees), all
15 costs of removal incurred by, all liability imposed upon, or damages suffered by County
16 because of the same shall be borne by Lessor, and Lessor hereby indemnifies and
17 agrees to be responsible for and defend and hold County harmless from and against all
18 such costs, losses, liabilities and damages, including, without limitation, all third-party
19 claims (including sums paid in settlement thereof, with or without legal proceedings) for
20 personal injury or property damage and other claims, actions, administrative
21 proceedings, judgments, compensatory and punitive damages, lost profits, penalties,
22 fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings),
23 consultants or experts fees and costs incurred in enforcing this indemnity. The
24 representation, warranty and indemnity of Lessor described in this Paragraph shall
25 survive the termination or expiration of this Lease.

26 **7.5 Waste Water.** Lessor shall be responsible for compliance with all
27 Federal, state or local laws, regulations or permits pertaining to storm water pollution,
28 prevention plans ("SWPP") and all National Pollution Discharge Elimination System

1 ("NPDES") laws or regulations adopted or to be adopted by the United States
2 Environmental Protection Agency. Parking lot sweeping shall be done as required by
3 NPDES rules or as needed, at least two times per year, once prior to the rainy season.

4 **8. Custodial Services.**

5 **8.1 Custodial Services.** Lessor shall provide, or cause to be
6 provided, and pay for all custodial services in connection with the Leased Premises
7 and such services shall be provided as set forth in the attached Exhibit "E." The
8 provider of such custodial services will perform background checks through LiveScan
9 or in the manner specified by County, of qualified permanent and temporary employees
10 to determine their suitability for employment. The provider will be bonded in the sum of
11 \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished
12 prior to occupancy of Premises by County. In addition to bonding as required herein,
13 Lessor shall also receive proof of statutory workers' compensation insurance,
14 commercial general liability and vehicle liability insurance from the provider of any
15 custodial functions performed at the Premises location.

16 **9. Utilities.**

17 **9.1** Lessor to provide to County during the term of this Lease and any
18 extension thereof sufficient utility service to provide water, telecommunications, electric
19 power, natural gas and sewers necessary to meet County's requirements within the
20 Premises.

21 **9.2** County shall pay for all telephone, data, telecommunications and
22 electrical services within the leased space which will be used in connection with the
23 Leased Premises. Lessor shall provide, or cause to be provided, and pay for all other
24 utility services, including, but not limited to, water, natural gas, refuse collection and
25 sewer services, as may be required in the maintenance, operation and use of the
26 Leased Premises.

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1 **10. Repairs and Maintenance.**

2 **10.1 Lessor's Repair and Maintenance Obligations.** Lessor shall, at
3 Lessor's sole expense and in accordance with the terms of this Lease, repair, replace
4 and maintain in attractive condition, good order and function throughout the term in
5 accordance with Exhibit "F," General Construction Specifications for Leased Facilities,
6 (a) the structural portions of the Premises (understood to include the roof, foundation
7 and load bearing walls); (b) the nonstructural portions of the Premises (understood to
8 include the roof covering and membrane) including, but not limited to, all
9 improvements, alterations, fixtures, but excluding furnishings; (c) all systems and
10 equipment, including, but not limited to, Base Premises Systems as heretofore
11 described that serve the Premises; and (d) the exterior portions of the Premises, and
12 real property including, but not limited to, landscaping, driveways, sidewalks, lighting
13 and parking facilities servicing the Premises. It is the intent of this paragraph that
14 Lessor performs any and all building repairs, replacements and maintenance. Lessor
15 agrees to make all repairs to or alterations of the Premises that may become
16 necessary by reason of industry standard for age, wear and tear, deferred
17 maintenance or defects in any construction thereof by Lessor.

18 **10.2 County's Obligation to Maintain in Clean Condition.** County
19 shall maintain at all times during the Term of this Lease the Premises and all portions
20 and components of the improvements and systems contained therein in good, clean
21 condition, and shall not permit or allow to remain any waste over and above normal
22 usage. County shall repair or replace, as needed, subject to Landlord's direction and
23 supervision, any intentional damage to the Building or the Project caused by Tenant. If
24 County does repair or replace such intentional damage, then Lessor may elect to
25 perform such obligations and repair such damage itself at County's expense. The cost
26 of all repair or replacement work performed by Lessor under this Paragraph 10.2, shall
27 be paid by County to Lessor within thirty (30) days of receipt of Lessor's invoice
28 therefore.

1 **10.3 Lessor's Default.** Repairs shall be made promptly when
2 appropriate to keep the applicable portion of the Premises and other items in the
3 condition described in this Section. Lessor understands certain response time is
4 required to ensure County operations continue with minimal interruption to ensure the
5 safety of employees and delivery of services. The commencement of repairs within
6 eight (8) hours from Lessor's acknowledgment of receipt of written notice by County
7 include electrical power, HVAC operations and certain essential daily custodial
8 services. Lessor shall not be in default of its repair and maintenance obligations under
9 this Section 10, if Lessor commences the repairs and maintenance within eight (8)
10 hours of the aforementioned areas and thirty (30) days for all others after written notice
11 by County to Lessor of the need for such repairs and maintenance and Lessor's
12 acknowledgment of receipt of the need for such repairs. If, due to the nature of the
13 particular repair or maintenance obligation, more than thirty (30) days are reasonably
14 required to complete it, Lessor shall not be in default under this Section 10 if Lessor
15 begins work within this thirty (30) day period and diligently pursues this work to
16 completion.

17 **10.4 County's Right to Make Repairs and Deduct Cost.** If County
18 provides notice to Lessor of an event or circumstance that requires the action of Lessor
19 with respect to the replacement, repair or maintenance to the Premises or Base
20 Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to
21 provide such action as required by the terms of this Lease within the period specified in
22 Section 10.3, County may (but shall not be obligated to do so) take the required action
23 if: (1) County delivers to Lessor an additional written notice advising Lessor that County
24 intends to take the required action if Lessor does not begin the required repair or
25 maintenance within twenty four (24) hours, after the written notice; and (2) Lessor fails
26 to begin the required work within this twenty four (24) hour period.

27
28

1 **10.4.1** Lessor grants to County a license, effective during the Lease
2 Term, to enter upon those portions of the Premises access to which is reasonably
3 necessary for County to take such action.

4 **10.4.2** If such action was required under the terms of this Lease to be
5 taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of
6 County's reasonable costs and expenses in taking such action, plus interest at the then
7 prevailing legal rate of interest from the date these costs are incurred until the date of
8 Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or
9 earlier termination of this Lease.

10 **10.4.3** If, within thirty (30) days after receipt of County's written demand
11 for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor
12 has not paid the invoice or delivered to County a detailed written objection to it, County
13 may deduct from Rent payable by County under this Lease the amount set forth in the
14 invoice, plus interest at the interest rate described above from the date these costs are
15 incurred until the date of County's Rent set off.

16 **10.5 Emergency Repairs.**

17 **10.5.1** An "Emergency Repair Situation" is defined as the
18 existence of any condition that requires prompt repair, replacement or service to
19 minimize the impact of an event or situation which affects County's ability to conduct
20 business in a neat, clean, safe and functional environment.

21 **10.5.2** If County notifies Lessor of an Emergency Repair Situation
22 which occurs in or about the Premises which is the responsibility of the Lessor to repair
23 or maintain, then Lessor shall commence appropriate repairs or maintenance
24 immediately after notice of the condition is given by County, which notice may be via
25 telephone, facsimile, personal contact or any other means, and Lessor shall thereafter
26 diligently pursue to completion said repairs or maintenance.

27 **10.5.3** If Lessor fails to commence repairs within twenty four (24)
28 hours of Lessor acknowledging receipt of the aforementioned notice, or if the

1 County is unable to contact Lessor or any designated agent within a reasonable
2 time based upon the seriousness of the event or situation, County may, but shall not be
3 so obligated to, cause said repairs or replacements to be made or such maintenance to
4 be performed. Upon demand by County, Lessor shall promptly reimburse County the
5 actual cost and expenses thereof, provided said costs and expenses are reasonable.
6 Should Lessor fail to promptly pay the cost and expenses, County may with Lessor's
7 prior written approval which approval shall not unreasonably withheld deduct and offset
8 that amount from Rent payable under this Lease.

9 **10.6 Periodic Services.** Lessor shall provide, or cause to be provided,
10 and pay for all Periodic Services, including, interior painting of common areas (as
11 needed or as requested by the County, but no more than once every three years), if so
12 requested by County; monthly pest control services; quarterly HVAC standard
13 preventative maintenance and changing of air filters; annual fire extinguisher
14 inspections; reset interior and exterior time clocks for time changes; annual roof
15 inspections and maintenance to include roof repairs/replacement; cleaning of roof
16 gutters, drains, and down spouts prior to rainy season.

17 **11. Alterations and Additions.**

18 **11.1 Improvements by Lessor.**

19 **11.1.1** Lessor recognizes and understands that any County
20 improvements requested by the County to be completed by Lessor during the term of
21 this Lease shall be undertaken according to Exhibit "B," Leasehold Improvement
22 Agreement, and Exhibit "F," General Construction Specifications for Leased Facilities,
23 as well as Exhibit "F-1," Lessors Building Specifications.

24 **11.1.2** Lessor shall comply and stay current with all applicable
25 local, state and federal building codes and laws as from time to time amended,
26 including, but not limited to, the Americans with Disabilities Act requirements in
27 providing the County with any requested County improvements.

28

1 **11.1.3** If any agency, division or department of any governmental
2 entity with appropriate jurisdiction condemns the Premises or any part of the Premises
3 as unsafe or not in conformity with any of the laws or regulations controlling their
4 construction, occupation or use, or orders or requires any alteration, repair or
5 reconstruction of the Premises the responsible party shall be the Lessor who at its sole
6 cost and expense (and without any right of reimbursement from County) immediately
7 affect all necessary alterations and repairs required for the Premises full and exact
8 compliance.

9 **11.1.4** Lessor shall cause all County improvements to be lien
10 free, completed at Lessor's cost in a workmanlike manner and in compliance with all
11 applicable law.

12 **11.1.5** County agrees when requested by Lessor to execute and
13 deliver any applications, consents or other instruments required to permit Lessor to
14 complete such County improvements or to obtain permits for the work.

15 **11.2 Improvements by County.**

16 **11.2.1** Any alterations, improvements or installation of fixtures to
17 be undertaken by County shall have the prior written consent of Lessor. Such consent
18 shall not be unreasonably withheld, conditioned or delayed by Lessor.

19 **11.2.2** All alterations and improvements made, and fixtures
20 installed, by County shall remain County property and may be removed by County at or
21 prior to the expiration of this Lease or any extension thereof; provided, however, that
22 such removal does not cause injury or damage to the Leased Premises beyond normal
23 wear and tear.

24 **11.3 Communications Equipment.** County may, from time to time,
25 install maintain, replace and/or remove any satellite dishes, links, duct bank or
26 antennas on the grounds, roof and/or exterior walls or parapet of the Premises as
27 County deems reasonably necessary or desirable, provided County shall first obtain
28 Lessor's written approval, which approval shall not be unreasonably withheld,

1 conditioned, or delayed. Upon the removal by County of any such satellite dishes, links
2 or antennas, County shall repair any damage incurred in connection with such removal.

3 **12. Exculpation, Indemnification, and Insurance.**

4 **12.1 Exculpation.** To the fullest extent permitted by law, Lessor, on its
5 behalf and on behalf of all Lessor Parties, as hereinafter defined, waives all claims (in
6 law, equity, or otherwise but not including claims for indemnity pursuant to Section
7 12.2.2) against County Parties, as hereinafter defined, arising out of, knowingly and
8 voluntarily assumes the risk of, and agrees that County Parties shall not be liable to
9 Lessor Parties for any of the following: (1) injury to or death of any person; or (2) loss
10 of, injury or damage to, or destruction of any tangible or intangible property,
11 including the resulting loss of use, economic losses, and consequential or resulting
12 damage of any kind from any cause. County Parties shall not be liable under this
13 Section regardless of whether the liability results from any active or passive act, error,
14 omission, or negligence of any of County Parties; or is based on claims in which liability
15 without fault or strict liability is imposed or sought to be imposed on any of County
16 Parties. This exculpation Section shall not apply to claims against County Parties to the
17 extent that the injury, loss, damage, or destruction was caused by County Parties'
18 fraud, gross negligence, willful injury to person or property, or violation of law. To the
19 fullest extent permitted by law, County, on its behalf and on behalf of all County
20 Parties, as hereinafter defined, waives all claims (in law, equity, or otherwise, but not
21 including claims for indemnity pursuant to Section 12.2.2) against Lessor Parties, as
22 hereinafter defined, arising out of, knowingly and voluntarily assumes the risk of, and
23 agrees that Lessor Parties shall not be liable to County Parties for any of the following:
24 (1) injury to or death of any person; or (2) loss of, injury or damage to, or destruction of
25 any tangible or intangible property, including the resulting loss of use, economic
26 losses, and consequential or resulting damage of any kind from any cause. Lessor
27 Parties shall not be liable under this Section regardless of whether the liability results
28 from any active or passive act, error, omission, or negligence of any of Lessor Parties;

1 or is based on claims in which liability without fault or strict liability is imposed or sought
2 to be imposed on any of Lessor Parties. This exculpation Section shall not apply to
3 claims against Lessor Parties to the extent that the injury, loss, damage, or destruction
4 was caused by Lessor Parties' fraud, gross negligence, willful injury to person or
5 property, or violation of law.

6 **12.1.1 Definition of "County Parties" and "Lessor Parties".**

7 For purposes of this Section 12, the term "County Parties" refers singularly and
8 collectively to County, Special Districts, their respective Directors, Officers, Board of
9 Supervisors, agents, employees, and independent contractors as well as to all persons
10 and entities claiming through any of these persons or entities. The term "Lessor
11 Parties" refers singularly and collectively to Lessor and the partners, venturers,
12 trustees, and ancillary trustees of Lessor and the respective officers, directors,
13 shareholders, members, parents, subsidiaries of these persons or entities.

14 **12.1.2 Survival of Exculpation.** The paragraphs of this Section

15 12 shall survive the expiration or earlier termination of this Lease until all claims within
16 the scope of this Section 12 are fully, finally, and absolutely barred by the applicable
17 statutes of limitations.

18 **12.1.3 Lessor's Acknowledgment of Fairness.** Lessor

19 acknowledges that this Section 12 was negotiated with County, that the
20 consideration for it is fair and adequate, and that Lessor had a fair opportunity
21 to negotiate, accept, reject, modify, or alter it.

22 **12.1.4 Waiver of Civil Code Section 1542.** With respect to the

23 exculpation provided in this Section 12, each party waives the benefits of Civil Code
24 Section 1542, which provides:

25 A general release does not extend to claims which the creditor does not
26 know or suspect to exist in his or her favor at the time of executing the release, which if
27 known by him or her must have materially affected his or her settlement with the
28 debtor.

1 **12.2 Indemnification and Hold Harmless.**

2 **12.2.1** Lessor shall indemnify and hold harmless the County
3 Parties from any liability, including but not limited to, property damage, bodily damage,
4 bodily injury, or death, or from any negligent act, error, omission, of Lessor Parties in,
5 on, or about the Project arising out of, from or in any way relating to this Lease. When
6 indemnifying County Parties, Lessor shall defend at its sole cost and expense,
7 including but not limited to, attorney fees, cost of investigation, defense and
8 settlements or awards, on behalf of the County parties in any claim or action based
9 upon such liability.

10 **12.2.2** County shall indemnify and hold harmless the Lessor
11 Parties from any liability whatsoever, including but not limited to, property damage,
12 bodily injury, or death, based or asserted on events which may occur within or about
13 the County leased premises arising out of or from its use and occupancy relating to this
14 Lease. County Parties shall not indemnify Lessor Parties for liability arising within the
15 County leased Premises when such liability arose out of or from Lessor's breach of its
16 responsibilities under the terms of this Lease. County shall defend at its sole cost and
17 expense, including but not limited to, attorney fees, cost of investigation, defense and
18 settlements or awards, on behalf of the Lessor Parties in any claim or action based
19 upon such liability.

20 **12.2.3** With respect to any action or claim subject to
21 indemnification herein, the indemnifying party shall, at their sole cost, have the right to
22 use counsel of their choice and shall have the right to adjust, settle, or compromise any
23 such action or claim without the prior consent of the indemnified party; provided,
24 however, that any such adjustment, settlement or compromise in no manner
25 whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as
26 set forth herein.

27 **12.2.4** The indemnifying party's obligation hereunder shall be
28 satisfied when they have provided the indemnified party the appropriate form of

1 dismissal relieving the indemnified party from any liability for the action or claim
2 involved.

3 **12.2.5** The specified insurance limits required in this Lease shall
4 in no way limit or circumscribe the indemnifying party's obligation to indemnify as set
5 forth herein.

6 **12.2.6** In the event there is conflict between this clause and
7 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil
8 Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to
9 provide indemnification to the fullest extent allowed by law.

10 **12.2.7 Survival of Indemnification.** The paragraphs of this
11 Section 12 shall survive the expiration or earlier termination of this Lease until all
12 claims against County Parties or Lessor Parties involving any of the indemnified
13 matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

14 **12.3 Insurance.**

15 **12.3.1 Lessor's Insurance.** Without limiting or diminishing
16 any indemnification contained within this Lease, Lessor and/or their authorized
17 representatives, including, if any, a property management company, shall procure and
18 maintain or cause to be maintained, at its sole cost and expense, the following
19 insurance coverage during the term of this Lease:

20 **12.3.1.2 Commercial General Liability.** Commercial
21 General Liability Insurance coverage, including but not limited to, premises liability,
22 contractual liability, products/completed operations, personal and advertising injury,
23 cross liability coverage and employment practices liability covering bodily injury,
24 property damage, and personal injury arising out of or relating, directly or indirectly, to
25 the design, construction, maintenance, repair, alteration and ownership of the
26 Premises and all areas appurtenant thereto including claims which may arise from or
27 out of Lessor's operations, use, and management of the Premises, or the performance
28 of its obligations hereunder. Policy shall name the County of Riverside, its Special

1 Districts, Agencies, Districts and Departments, their respective Directors, Officers,
2 Board of Supervisors, elected and appointed officials, employees, agents, independent
3 contractors or representatives as an Additional Insured. Policy limits shall not be less
4 than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit,
5 it shall apply separately to this Lease or be no less than two (2) times the occurrence
6 limit.

7 **12.3.1.3 Vehicle Liability.** If vehicles or licensed
8 mobile equipment are used on the Project, Lessor shall maintain auto liability insurance
9 for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000
10 per occurrence combined single limit. Policy shall name the County of Riverside, its
11 Special Districts, Agencies, Districts, and Departments, their respective Directors,
12 Officers, Board of Supervisors, elected and appointed officials, employees, agents,
13 independent contractors or representatives as Additional Insured.

14 **12.3.1.4 Property (Physical Damage).**

15 (a) All-Risk real property insurance coverage, for
16 the full replacement cost value of buildings, structures, fixtures, all improvements
17 therein, and building systems on the Project as the same exists at each early
18 anniversary of the term. Policy shall include Business Interruption, Extra Expense, and
19 Expediting Expense coverage as well as coverage for off-premises power failure.
20 Policy shall name the County as a Loss Payee as their interests may appear.

21 (b) Boiler and Machinery insurance providing
22 coverage for at least, but not limited to, all high voltage electrical and rotating
23 mechanical equipment on a full replacement cost value basis. Policy shall provide
24 Business Interruption, Extra Expense, and Expediting Expense coverage as well as
25 coverage for off-premises power failure. Policy shall name the County as a Loss
26 Payee as their interests may appear.

27 (c) During such time, prior to the commencement
28 of this Lease while Lessor is preparing the Premises in accordance with Exhibit "B,"

1 Lessor shall keep or require its Contractor to keep in full force and effect, a policy of
2 Course of Construction Insurance covering loss or damage to the Premises for the full
3 replacement value of such work. The Named Insured shall include the Lessor, County
4 and Contractor as their interests appear. Lessor or their Contractor shall be
5 responsible for any deductible payments that result from a loss at the Premises under
6 this coverage. If, at the time of any loss to the property described on Exhibit "B," it is
7 determined that the insurance has not been carried or the insurance does not cover the
8 loss of property being installed, the Lessor shall be responsible to pay the loss without
9 contribution from the County.

10 **12.3.1.5 General Insurance Provisions – All Lines.**

11 (a) Any insurance carrier providing Lessor's
12 insurance coverage hereunder shall be admitted to the State of California and have an
13 A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived,
14 in writing, by the County Risk Manager. If the County's Risk Manager waives a
15 requirement for a particular insurer such waiver is only valid for that specific insurer
16 and only for one policy term.

17 (b) The Lessor or Lessor's insurance carrier(s)
18 must declare its insurance deductibles or self-insured retentions. If such deductibles or
19 self-insured retentions exceed \$500,000.00 per occurrence such deductibles and/or
20 retentions shall have the prior written consent of the County Risk Manager before the
21 commencement of the Lease term. Upon notification of deductibles or self-insured
22 retentions which are deemed unacceptable to the County, at the election of the
23 County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such
24 deductibles or self-insured retentions as respects this Agreement with the County, or 2)
25 procure a bond which guarantees payment of losses and related investigations, claims
26 administration, defense costs and expenses.

27 (c) At the inception of this Lease and annually at
28 the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance

1 carrier(s) to furnish the County of Riverside with 1) a properly executed original
2 Certificate(s) of Insurance and certified original copies of Endorsements effecting
3 coverage as required herein; or, 2) if requested to do so orally or in writing by the
4 County Risk Manager, provide original Certified copies of policies including all
5 Endorsements and all attachments thereto, showing such insurance is in full force and
6 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant
7 of the insurance carrier(s) shall provide no less than thirty (30) days written notice be
8 given to the County of Riverside prior to any material modification or cancellation of
9 such insurance. In the event of a material modification or cancellation of coverage, this
10 Lease shall terminate forthwith, unless the County of Riverside receives, prior to such
11 effective date, another properly executed original Certificate of Insurance and original
12 copies of endorsements or certified original policies, including all endorsements and
13 attachments thereto evidencing coverage and the insurance required herein is in full
14 force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf
15 shall sign the original endorsements for each policy and the Certificate of Insurance.
16 The Lease term shall not commence until the County of Riverside has been furnished
17 original Certificates(s) of Insurance and certified original copies of endorsements or
18 policies of insurance including all endorsements and any and all other attachments as
19 required in this Section.

20 (d) It is understood and agreed by the parties
21 hereto and the Lessor's insurance company(s) that the Certificate(s) of Insurance and
22 policies shall so covenant and shall be construed as primary insurance, and the
23 County's insurance and/or deductibles and/or self-insured retentions or self-insured
24 programs shall not be construed as contributory.

25 **12.3.2 County's Insurance:** County maintains funded
26 programs of Self-Insurance. County shall provide to Lessor a Certificate of Self-
27 Insurance evidencing the County's Self-Insurance for the following coverage, if so
28 requested by Lessor:

1 12.3.2.1 Workers' Compensation \$1,000,000 per occurrence

2 12.3.2.2 Commercial General Liability \$1,000,000 per occurrence

3 12.3.2.3 Automobile Liability \$1,000,000 per occurrence

4 **13. Damage and Destruction.**

5 **13.1 Repair of Damage.** County agrees to notify Lessor in writing
6 promptly of any damage to the Premises resulting from fire, earthquake, or any other
7 identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the
8 Premises, whether covered by insurance or not, are damaged by a Casualty, or the
9 Casualty results in the Premises not being provided with Base Building Systems or
10 parking facilities, and if neither Lessor nor County has elected to terminate this Lease
11 under this Section 13, Lessor shall promptly and diligently restore Premises, the
12 County Improvements originally constructed by Lessor, Base Building Systems, and
13 County's parking facilities to substantially the same condition as existed before the
14 Casualty, subject to modifications required by building codes and other laws. If County
15 requests that Lessor make any modifications to the County Improvements in
16 connection with the rebuilding, Lessor may condition its consent to those modifications
17 on: (a) confirmation by Lessor's contractor that the modifications shall not increase the
18 time needed to complete the County Improvements; or (b) an agreement by County
19 that the additional construction period shall not extend the rent abatement period.

20 **13.2 Repair Period Notice.** Lessor shall, within thirty (30) days after
21 the date of the Casualty, provide written notice to County indicating the anticipated
22 period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice
23 shall be accompanied by a certified statement executed by the Contractor retained by
24 Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed
25 Contractor not affiliated with Lessor, certifying the Contractor's opinion about the
26 anticipated period for repairing the Casualty. The Repair Period Notice shall also state,
27 if applicable, Lessor's election either to repair or to terminate the Lease under Section
28 13.3.

1 **13.3 Lessor's Option to Terminate or Repair.** Lessor may elect
2 either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice
3 estimates that the period for repairing the Casualty exceeds ninety (90) days from the
4 date of the Casualty; or (b) the estimated repair cost of the Premises, even though
5 covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

6 **13.4 County's Option to Terminate.** If (a) the Repair Period Notice
7 provided by Lessor indicates that the anticipated period for repairing the Casualty
8 exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a
9 substantial or total casualty to the Premises or improvements, County may by written
10 notice to Lessor within thirty (30) days after such damage or destruction of its intention
11 to terminate this Lease, elect to terminate this Lease by providing written notice
12 (County's Termination Notice) to Lessor within thirty (30) days after receiving the
13 Repair Period Notice. If County does not elect to terminate within said thirty (30) day
14 period, County shall be considered to have waived its' option to terminate.

15 **13.5 Rent Abatement Due to Casualty.** Lessor and County agree that
16 County's Rent shall be fully abated during the period beginning on the later of: (a) the
17 date of the Casualty; or (b) the date on which County ceases to occupy the Premises
18 and ending on the date of Substantial Completion of Lessor's restoration obligations as
19 provided in this Section 13 ("Abatement Period"). If, however, County is able to occupy
20 and does occupy a portion of the Premises, Rent shall be abated during the Abatement
21 Period only for the portion of the Premises not occupied by County.

22 **13.6 Damage near End of Term.** Despite any other provision of this
23 Section 13, if the Premises are destroyed or damaged by a Casualty during the last
24 eighteen (18) months of the original Lease Term, Lessor and County shall each have
25 the option to terminate this Lease by giving written notice to the other of the exercise of
26 that option within thirty (30) days after that damage or destruction, provided, however,
27 County may negate Lessor's election to terminate under this Section 13.6 by electing,
28 within ten (10) days after receipt of Lessor's termination notice, to exercise any

1 unexercised option to extend this Lease. If County negates Lessor's election, this
2 Lease shall continue in effect unless Lessor has the right to, and elects to, terminate
3 this Lease under Section 13.3.

4 **13.7 Effective Date of Termination; Rent Apportionment.** If Lessor
5 or County elects to terminate this Lease under this Section 13 in connection with a
6 Casualty, this termination shall be effective thirty (30) days after delivery of notice of
7 such election. County shall pay Rent, properly apportioned up to the date of the
8 Casualty. After the effective date of the termination, Lessor and County shall be
9 discharged of all future obligations under this Lease, except for those provisions that,
10 by their terms, survive the expiration or earlier termination of the Lease.

11 **13.8 Waiver of Statutory Provisions.** The provisions of this Lease,
12 including those in this Section 13, constitute an express agreement between Lessor
13 and County that applies in the event of any Casualty to the Premises. Lessor and
14 County, therefore, fully waive the provisions of any statute or regulation, for any rights
15 or obligations concerning a Casualty including California Civil Code Sections 1932(2)
16 and 1933(4).

17 **13.9 Release on Termination.** In the event of any termination of this Lease in
18 accordance with Section 13, the Parties shall be released there from without further
19 obligation to the other Party, except as may otherwise be specifically set forth in this
20 Lease and items that have accrued and are unpaid.

21 **14. Eminent Domain.**

22 **14.1 Total Condemnation.** If all of the Premises are condemned by
23 eminent domain, inversely condemned, or sold in lieu of condemnation for any public or
24 quasi-public use or purpose, this Lease will terminate as of the date of title vesting in
25 that proceeding and the Rent will be abated from the date of termination.

26 **14.2 Partial Condemnation.** If any portion of the Premises is
27 condemned by eminent domain, inversely condemned, or sold in lieu of condemnation
28 for any public or quasi-public use or purpose and the partial condemnation renders the

1 Premises unusable for County's business, this Lease will terminate as of the date of
2 title vesting or order of immediate possession in that proceeding and the Rent will be
3 abated to the date of termination. If the partial condemnation does not render the
4 Premises unusable for the business of County and less than a substantial portion of the
5 Premises is condemned, Lessor must promptly restore the Premises to the extent of
6 any condemnation proceeds recovered by Lessor, excluding the portion lost in the
7 condemnation, and this Lease will continue in full force, except that after the date of the
8 title vesting, the Rent will be adjusted, as reasonably determined by Lessor and
9 County.

10 **14.3 Award.** If the Premises are wholly or partially condemned, Lessor
11 will be entitled to the entire award paid for the condemnation, and County waives any
12 claim to any part of the award from Lessor or the condemning authority. County,
13 however, will have the right to recover from the condemning authority any
14 compensation that may be separately awarded to County in connection with costs in
15 removing County's merchandise, furniture, fixtures, leasehold improvements, and
16 equipment to a new location.

17 **14.4 Temporary Condemnation.** In the event of a temporary
18 condemnation, this Lease will remain in effect, County will continue to pay Rent, and
19 County will receive any award made for the condemnation. If a temporary
20 condemnation remains in effect at the expiration or earlier termination of this Lease,
21 County will pay Lessor the reasonable cost of performing any obligations required of
22 County with respect to the surrender of the Premises. If a temporary condemnation is
23 for a period that extends beyond the Term, this Lease will terminate as of the date of
24 occupancy by the condemning authority and any award will be distributed in
25 accordance with Section 14.3.

26 **15. Estoppel Certificates.**

27 **15.1** Within twenty (20) business days after receipt of a written request
28 by either party, the other party shall execute and deliver to the requesting party an

1 Estoppel Certificate, in the form of the attached Exhibit "G," indicating in the certificate
2 any exceptions to the statements in the certificate that may exist at that time.

3 **16. Subordination, Non-Disturbance, and Attornment.**

4 **16.1 Subordination, Non-Disturbance, and Attornment Agreement.**

5 To carry out the purposes of Section 16.2 and Section 16.3, the Parties agree to
6 execute a Subordination, Non-Disturbance and Attornment Agreement in the form set
7 forth in the attached Exhibit "H."

8 **16.2 Subordination.** County agrees that within forty-five (45) business
9 days after Lessor's written request, it shall execute the agreement referred to in
10 Section 16.1 that Lessor reasonably considers necessary to evidence or confirm the
11 subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or
12 other encumbrance of the Premises or any renewal, extension, modification,
13 replacement thereof, provided however, that such Subordination Agreement shall be
14 strictly limited to matters contained in the Agreement referred to in Section 16.1 and no
15 such Subordination Agreement shall materially increase any of County's obligations or
16 materially decrease any of County's rights under this Lease, nor shall the possession of
17 County be disturbed, by reason of any foreclosure, sale or other action under any such
18 trust deed, mortgage or other encumbrance.

19 **16.3 Attornment.** If Lessor's interest in the Premises passes to a
20 successor, and provided County has received the Non-Disturbance agreement referred
21 to in Section 16.1, County shall, within forty-five (45) business days after Lessor's
22 transferee's request, execute the agreement referred to in Section 16.1, thereby
23 agreeing to attorn and to recognize the transferee as the Lessor under this Lease;
24 provided the transfer of Lessor's interest in the Premises was by sale, lease,
25 foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any
26 encumbrance or operation of law.

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1 **17. Breach and Default.**

2 **17.1 Lessor's Default.** Except as provided to the contrary in this
3 Lease, Lessor's failure to perform any of its obligations under this Lease shall
4 constitute a default by Lessor under the Lease if the failure continues for thirty (30)
5 days after written notice of the failure from County to Lessor. If the required
6 performance cannot be completed within thirty (30) days, Lessor's failure to perform
7 shall constitute a default under the Lease unless Lessor undertakes to cure the failure
8 within thirty (30) days and diligently attempts to complete this cure as soon as
9 reasonably possible.

10 **17.2 County's Right to Cure Lessor's Default and Deduct Cost.**

11 Except as provided to the contrary in this Lease, if County provides notice to Lessor of
12 Lessor's failure to perform any of its repair or maintenance obligations under this Lease
13 and Lessor fails to provide such action as required by the terms of this Lease within the
14 period specified, County may take the required action if: (a) such failure to repair or
15 maintain adversely affects County's ability to operate from the Premises, (b) County
16 delivers to Lessor an additional written notice advising Lessor that County intends to
17 take the required action if Lessor does not begin the required action within ten (10)
18 days after the written notice; and (b) Lessor fails to begin the required action within this
19 ten (10) day period.

20 **17.3 Rent Setoff.** If, within thirty (30) days after receipt of County's
21 written demand for payment of County's costs incurred in taking such action on
22 Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed
23 written objection to it, County may with Lessor's prior written approval, Lessor's
24 approval to be unreasonably withheld deduct from Rent payable by County under this
25 Lease the reasonable amount set forth in the invoice, provided that County shall not be
26 entitled to offset more than 25% of the Rent in any given month.

27 **17.4 County Default.** Each of the following occurrences shall be an
28 "**Event of Default**" and shall constitute a material default and breach of this Lease by

1 County: (a) any failure by County to pay any installment of Rent or to make any other
2 payment required to be made by County hereunder when due and such default shall
3 continue for a period of ten (10) days after receipt of notice from Lessor of such
4 delinquency; except County's payment of rent for the calendar month of July
5 throughout the lease term, option periods, or lease term extensions (b) the
6 abandonment or vacation of the Premises by County, (c) any failure by County to
7 execute and deliver any estoppel certificate or other document or instrument requested
8 by Lessor, where such failure continues for five (5) days after delivery of written notice
9 of such failure by Lessor to County; (d) any failure by County to fully perform any other
10 obligation of County under this Lease, where such failure continues for thirty (30) days
11 (except where a shorter period of time is specified in this Lease, in which case such
12 shorter time period shall apply) after delivery of written notice of such failure by Lessor
13 to County; (e) the voluntary or involuntary filing of a petition by or against County or any
14 general partner of County (i) in any bankruptcy or other insolvency proceeding, (ii)
15 seeking any relief under any state or federal debtor relief law, (iii) for the appointment
16 of a liquidator or receiver for all or substantially all of County's property or for County's
17 interest in this Lease, or (iv) for the reorganization or modification of County's capital
18 structure (provided, however, that if such a petition is filed against County, then such
19 filing shall not be an Event of Default unless County fails to have the proceedings
20 initiated by such petition dismissed within sixty (60) days after the filing thereof). Any
21 notice of any failure of County required under this Paragraph 17 shall be in lieu of, and
22 not in addition to, any notice required under Section 1161 et seq. of the California Code
23 of Civil Procedure.

24 **17.5 Remedies by Lessor.** Upon the occurrence of any
25 Event of Default by County, Lessor shall have, in addition to any other remedies
26 available to Lessor at law or in equity (all of which remedies shall be distinct, separate,
27 and cumulative), the option to pursue any one (1) or more of the following remedies,
28

1 each and all of which shall be cumulative and nonexclusive, without any notice or
2 demand whatsoever:

3 (a) Terminate this Lease, and Lessor may recover from County the following:
4 (i) the worth at the time of any unpaid rent which has been earned at the time of such
5 termination; plus (ii) the worth at the time of award of the amount by which the unpaid
6 rent which would have been earned after termination until the time of award exceeds the
7 amount of such rental loss that County proves could have been reasonably avoided;
8 plus (iii) the worth at the time of award of the amount by which the unpaid rent for the
9 balance of the term after the time of award exceeds the amount of such rental loss that
10 County proves could have been reasonably avoided; plus (iv) any other amount
11 necessary to compensate Lessor for all the detriment proximately caused by County's
12 failure to perform its obligations under this Lease or which in the ordinary course of
13 things would be likely to result therefrom (specifically including, without limitation,
14 brokerage commissions and advertising expenses incurred, expenses of remodeling the
15 Premises or any portion thereof for a new tenant, whether for the same or a different
16 use, and any special concessions made to obtain a new tenant); and (v) at Lessor's
17 election, such other amounts in addition to or in lieu of the foregoing as may be
18 permitted from time to time by applicable law. The term "rent" as used in this Paragraph
19 17(a) shall be deemed to be and to mean all sums of every nature required to be paid
20 by County pursuant to the terms of this Lease, whether to Lessor or to others. As used
21 in Paragraphs 17(a)(i) and (ii), above, the "worth at the time of award" shall be
22 computed by allowing interest at the Default Rate, but in no case greater than the
23 maximum amount of such interest permitted by law. As used in Paragraph 17(a)(iii)
24 above, the "worth at the time of award" shall be computed by discounting such amount
25 at the discount rate of the Federal Reserve Bank of San Francisco at the time of award
26 plus one percent (1%).

27 (b) Lessor shall have the remedy described in California Civil Code Section
28 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and
recover rent as it becomes due, if lessee has the right to sublet or assign, subject only
to reasonable limitations). Accordingly, if Lessor does not elect to terminate this Lease
on account of any Event of Default by County, Lessor may, from time to time, without

1 terminating this Lease, enforce all of its rights and remedies under this Lease, including
2 the right to recover all Rent as it becomes due.

3 (c) Lessor shall at all times have the rights and remedies (which shall be
4 cumulative with each other and cumulative and in addition to those rights and remedies
5 available under Paragraphs 17(a) and 17(b) above, or any law or other provision of this
6 Lease), without prior demand or notice except as required by applicable law, to seek
7 any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease,
8 or restrain or enjoin a violation or breach of any provision hereof.

9 **18. Lessor's Representations and Warranties.** Lessor represents and
10 warrants to County that:

11 **18.1 Title.** County's Leasehold interest in the Premises is free and
12 clear of restrictions which would restrict County's rights under this Lease.

13 **18.2 Certificate of Authority.** Lessor covenants that it is a duly
14 constituted under the laws of the state of its organization, and that the person(s) who is
15 acting as its signatory in this Lease is duly authorized and empowered to act for and on
16 behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with
17 evidence of the authority of the signatory to bind the entity or trust as contemplated
18 herein.

19 **18.3 No Litigation.** There are no judicial, quasi-judicial, administrative
20 or other orders, injunctions, moratoria or pending proceedings against Lessor or the
21 Premises which preclude or interfere with, or would preclude or interfere with, the
22 construction contemplated herein or the occupancy and use of the Premises by County
23 for the purposes herein contemplated.

24 **18.4 Easements.** Lessor shall not (a) subdivide, parcel or otherwise
25 divide the Premises, (b) create, modify or terminate any ingress or egress to or from
26 the premises, or (c) create any easements in the Premises, without County's prior
27 written approval.

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1 **19. Miscellaneous.**

2 **19.1 Quiet Enjoyment.** Lessor covenants that County shall at all times
3 during the term of this Lease peaceably and quietly have, hold and enjoy the use of the
4 Premises so long as County shall fully and faithfully perform the terms and conditions
5 that it is required to do under this Lease. If the Premises are part of a building shared
6 with other tenants of Lessor, during County's tenancy, Lessor may make or permit
7 other tenants to make alterations, renovations and improvements to those portions of
8 the building not occupied by County. Lessor covenants for itself and anyone deriving
9 title from or holding title under Lessor that County's access, ingress, loading and
10 unloading and sufficient parking for County's business shall not unreasonably be
11 obstructed nor shall the daily business of County be disrupted as a result of such
12 alterations, renovations and improvements.

13 **19.2 Non-Waiver.** No waiver of any provision of this Lease shall be
14 implied by any failure of either party to enforce any remedy for the violation of that
15 provision, even if that violation continues or is repeated. Any waiver by a party of any
16 provision of this Lease must be in writing. Such written waiver shall affect only the
17 provision specified and only for the time and in the manner stated in the writing.

18 **19.3 Binding on Successors.** The terms and conditions herein
19 contained shall apply to and bind the heirs, successors in interest, executors,
20 administrators, representatives and assigns of all the Parties hereto.

21 **19.4 Severability.** The invalidity of any provision in this Lease as
22 determined by a court of competent jurisdiction shall in no way affect the validity of any
23 other provision hereof.

24 **19.5 Venue.** Any action at law or in equity brought by either of the
25 Parties hereto for the purpose of enforcing a right or rights provided for by this Lease
26 shall be tried in a court of competent jurisdiction in the County of Riverside, State of
27 California, and the Parties hereto waive all provisions of law providing for a change of
28 venue in such proceedings to any other county.

1 **19.6 Attorneys' Fees.** In the event of any litigation or arbitration
2 between Lessor and County to enforce any of the provisions of this Lease or any right
3 of either party hereto, the unsuccessful party to such litigation or arbitration agrees to
4 pay to the successful party all costs and expenses, including reasonable attorneys'
5 fees, incurred therein by the successful party, all of which shall be included in and as a
6 part of the judgment rendered in such litigation or arbitration.

7 **19.7 County's Representative.** County hereby appoints the
8 Assistant County Executive Officer/EDA as its authorized representative to administer
9 this Lease.

10 **19.8 Agent for Service of Process.** It is expressly understood and
11 agreed that in the event Lessor is not a resident of the State of California or it is an
12 association or partnership without a member or partner resident of the State of
13 California, or it is a foreign corporation, then in any such event, Lessor shall file with
14 County's Assistant County Executive Officer/EDA, upon its execution hereof, a
15 designation of a natural person residing in the State of California, giving his or her
16 name, residence and business addresses, as its agent for the purpose of service of
17 process in any court action arising out of or based upon this Lease, and the delivery to
18 such agent of a copy of any process in any such action shall constitute valid service
19 upon Lessor. It is further expressly understood and agreed that if for any reason
20 service of such process upon such agent is not feasible, then in such event, Lessor
21 may be personally served with such process out of this county and that such service
22 shall constitute valid service upon Lessor. It is further expressly understood and
23 agreed that Lessor is amenable to the process so served, submits to the jurisdiction of
24 the court so obtained and waives any and all objections and protests thereto.

25 **19.9 Entire Lease.** This Lease is intended by the Parties hereto as a
26 final expression of their understanding with respect to the subject matter hereof and as
27 a complete and exclusive statement of the terms and conditions thereof and
28 supersedes any and all prior and contemporaneous leases, agreements and

1 understandings, oral or written, in connection therewith. This Lease may be changed
2 or modified only upon the written consent of the Parties hereto.

3 **19.10 Interpretation.** The Parties hereto have negotiated this Lease at
4 arms length and have been advised by their respective attorneys, or if not represented
5 by an attorney, represent that they had an opportunity to be so represented and no
6 provision contained herein shall be construed against County solely because it
7 prepared this Lease in its executed form.

8 **19.11 Time of Essence.** Time is of the essence with respect to the
9 performance of all obligations to be performed or observed by the Parties under this
10 Lease.

11 **19.12 Recording.** Either Lessor or County shall, upon request of the
12 other, execute, acknowledge and deliver to the other a short form memorandum
13 of this Lease for recording purposes. The Party requesting recordation shall be
14 responsible for payment of any fees applicable thereto.

15 **19.13 Consent.** Whenever Lessor's or County's consent is required
16 under any provision of this Lease, it shall not be unreasonably withheld, conditioned or
17 delayed.

18 **19.14 Title.** Lessor covenants that Lessor is well seized of and has
19 good title to the Premises, and Lessor does warrant and will defend the title thereto,
20 and will indemnify County against any damage and expense which County may suffer
21 by reason of any lien, encumbrance, restriction or defect in title or description herein of
22 the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums
23 due hereunder is disputed, County may withhold such sums thereafter accruing until
24 County is furnished satisfactory evidence as to the Party entitled thereto.

25 **19.15 Conveyance by Lessor.** Should Lessor convey the Premises,
26 all rights and obligations inuring to the Lessor by virtue of this Lease shall pass to the
27 grantee named in such conveyance, and the grantor shall be relieved of all obligations
28 or liabilities hereunder, except those theretofore accrued and not discharged.

1 **19.16 Mechanic's Liens.** If any mechanic's or materialmen's lien or
2 liens shall be filed against the Premises for work done or materials furnished to a Party,
3 that Party shall, at its own cost and expense, cause such lien or liens to be discharged
4 within fifteen (15) days after notice thereof by filing or causing to be filed a bond or
5 bonds for that purpose. In the event any notice preliminary to establishing such a lien
6 (such as the California Preliminary 20-Day Notice) is served on Lessor for work done
7 on the Premises, Lessor shall immediately forward a copy of such notice to Lessee.

8 **19.17 Surrender.** County shall, after the last day of the term or any
9 extension thereof or upon any earlier termination of such term, surrender and yield up
10 to Lessor the Premises in good order, condition and state of repair, reasonable wear
11 and tear and damage by fire or other casualty excepted. County may, but shall not be
12 required to: (a) patch or paint any walls/surfaces; (b) remove any leasehold
13 improvements constructed or installed prior to or during the term of this Lease or any
14 extension thereof; or (c) remove any fixtures or equipment installed prior to or during
15 the term of this Lease or any extension thereof.

16 **19.18 Notice.** Except as expressly provided elsewhere in this Lease, all
17 notices and other communication required under this Lease shall be in writing and
18 delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United
19 States mail; or (b) via an overnight courier that provides written evidence of delivery
20 and addressed to the Party hereto to whom the same is directed at the addresses set
21 forth in Section 19.18 herein. Either Party hereto may from time to time change its
22 mailing address by written notice to the other Party.

23 **County's Notification Address:**

24 County of Riverside
25 Economic Development Agency – Real Estate Division
26 3403 Tenth St., Suite 400
27 Riverside, California 92501
28 Attention: Deputy Director of Real Estate

1 **Lessor's Notification Address:**

2 Davenport Riverwalk Partners LLC

3 4204 Riverwalk Parkway

4 Suite 360

5 Riverside, CA 92505-3286

6 **19.19 Authority.** If Lessor is a corporation, general or limited partnership or
7 individual owner, each individual executing this Lease on behalf of said corporation,
8 partnership, or individual represents and warrants that he or she is duly authorized to
9 execute and deliver this Lease on behalf of said corporation, in accordance with bylaws
10 of said corporation, or as a partner or individual is authorized to execute this Lease and
11 that this Lease is binding upon said corporation and/or partnership or individual.

12 **19.20 Approval of Supervisors.** Anything to the contrary notwithstanding, this
13 Lease shall not be binding upon the parties or effective until its approval and execution
14 by both the Lessor and the Chairman of the Riverside County Board of Supervisors.

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1 **19.21 Separate Writing and Exhibits.** Any exhibits or writings referenced
2 herein this Lease shall constitute a part of this Lease Agreement and are incorporated
3 into this Lease by this reference. If any inconsistency exists or arises between a
4 provision of this Lease and a provision of any exhibit, the provisions of this Lease shall
5 control.

6 LESEE:
7 COUNTY OF RIVERSIDE

8 By: Jeff Stone
9 Jeff Stone, Chairman
10 Board of Supervisors

LESSOR:
DAVENPORT RIVERWALK
PARTNERS LLC,

By:
Davenport GFIII Riverwalk Partners
Holdings, LLC, a Delaware limited
liability company, its sole member

By:
Davenport Riverside Partners LP,
a California limited liability company,
its Managing Member

By:
Davenport Valentine Blue 16 LLC,
A California limited liability company,
Its General Partner

By: Stephen M. Blue
Stephen M. Blue, Manager

19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: Kecia Harper-Ihem
Deputy

23 APPROVED AS TO FORM:
24 Pamela J. Walls, County Counsel

25 By: Patricia Munroe
26 Patricia Munroe
27 Deputy County Counsel

County of Riverside - DOPH

EXHIBIT A-1

PARKING RULES AND REGULATIONS

1. Cars must be parked entirely within painted stall lines.
2. All directional signs and arrows must be observed.
3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.
4. Parking is prohibited:
 - (a) in areas not striped for parking;
 - (b) in aisles;
 - (c) where "no parking" signs are posted;
 - (d) on ramps;
 - (e) in cross hatched areas; and
 - (f) in such other areas as may be designated by Landlord.
5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.
6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device may not be obliterated. Devices are not transferable and any device in possession of any unauthorized holder will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.
7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.
8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
9. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type.
10. County shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time.

County of Riverside - DOPH

EXHIBIT A-2

RULES AND REGULATIONS

1. Driveways, sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Building, the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of any Building, except as authorized by Landlord. No tenant, and no employees or invitees of any tenant shall move any common area furniture without Landlord's consent.
2. No sign, placard, banner, picture, name, advertisement or notice, visible from the exterior of the Premises or the Building or the common areas of the Building shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant either on its Premises or any part of the Building or Project without the prior written consent of Lessor in Lessor's sole and absolute discretion. Lessor shall have the right to remove any such sign, placard, banner, picture, name, advertisement, or notice without notice to and at the expense of County, which were installed or displayed in violation of this rule. If Lessor shall have given such consent to County at any time, whether before or after the execution of County's Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of the Lease, and shall be deemed to relate only to the particular sign, placard, banner, picture, name, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to any other such sign, placard, banner, picture, name, advertisement or notice.

All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person or vendor approved by Lessor and shall be removed by County at the time of vacancy at County's expense.

3. The directory of the Building or Project will be provided exclusively for the display of the name and location of tenants only and Lessor reserves the right to charge for the use thereof and to exclude any other names therefrom.
4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Lessor. In any event with the prior written consent of Lessor, all such items shall be installed inboard of Lessor's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Lessor. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Lessor considers unsightly from outside County's Premises.
5. Lessor reserves the right to exclude from the Building and the Project, between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays and legal holidays, all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building or the Project and shall be liable to Lessor for all acts of such persons.

Lessor and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building or the Project of any person.

During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Lessor's opinion, Lessor reserves the right (but shall not be obligated) to prevent access to the Building and the Project during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building, property in the Building and the Project.

County of Riverside - DOPH

6. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Lessor. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for the purpose of cleaning the same. County shall not cause any unnecessary labor by reason of County's carelessness or indifference in the preservation of good order and cleanliness of its Premises. Lessor shall in no way be responsible to County for any loss of property on the Premises, however occurring, or for any damage done to County's property by the janitor or any other employee or any other person.
7. County shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devices are entirely shut off before County or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project or by Lessor for noncompliance with this rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.
8. County shall not use any method of heating or air-conditioning other than that supplied by Lessor. As more specifically provided in County's lease of the Premises, County shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for County's use.
9. Lessor will furnish County free of charge with two keys to each door in the Premises. Lessor may make a reasonable charge for any additional keys, and County shall not make or have made additional keys. County shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Lessor. If Lessor shall give its consent, County shall in each case furnish Lessor with a key for any such lock. County, upon the termination of its tenancy, shall deliver to Lessor the keys for all doors which have been furnished to County, and in the event of loss of any keys so furnished, shall pay Lessor therefor.
10. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.
11. County shall not use or keep in or on the Premises, the Building or the Project any kerosene, gasoline, or inflammable or combustible fluid or material.
12. County shall not use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance. County shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought or kept in or about the Premises, the Building, or the Project.
13. No cooking shall be done or permitted by any tenant on the Premises, except that use by the tenant of Underwriters' Laboratory (UL) approved equipment, refrigerators and microwave ovens may be used in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, storing and heating food for tenants and their employees shall be permitted. All uses must be in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and the Lease.
14. Except with the prior written consent of Lessor, County shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall County carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Tenant's Lease. County shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Lessor.

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15. If County requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by County.
16. Lessor will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Lessor. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Lessor.
17. County shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Lessor's consent. County shall not interfere with radio or television broadcasting or reception from or in the Building, the Project or elsewhere.
18. County shall not mark, or drive nails, screws or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Lessor's consent. County may install nails and screws in areas of the Premises that have been identified for those purposes to Lessor by Tenant at the time those walls or partitions were installed in the Premises. County shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Lessor. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Lessor.

County shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Lessor shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as determined by Lessor to be necessary to properly distribute the weight thereof. Lessor will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of County.

Business machines and mechanical equipment belonging to County which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any tenants in the Building shall be placed and maintained by County, at County's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Lessor.

20. County shall not install, maintain or operate upon its Premises any vending machine without the written consent of Lessor.
21. There shall not be used in any space, or in the public areas of the Project either by County or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Lessor may approve. Tenants using hand trucks shall be required to use the freight elevator, or such elevator as Lessor shall designate. No other vehicles of any kind shall be brought by Tenant into or kept in or about its Premises.
22. Each tenant shall store all its trash and garbage within the interior of the Premises. Tenant shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Lessor shall designate. If the Building has implemented a building-wide recycling program for tenants, County shall use good faith efforts to participate in said program.

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23. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building or the Project, without the written consent of Lessor.
24. Lessor shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building and the Project.
25. Lessor reserves the right to exclude or expel from the Project any person who, in Lessor's judgment, is under the influence of alcohol or drugs or who commits any act in violation of any of these Rules and Regulations.
26. Without the prior written consent of Lessor, Tenant shall not use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, County's business except that County may include the Building's or Project's name in County's address.
27. County shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.
28. County assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
29. The requirements of County will be attended to only upon appropriate application at the office of the Building by an authorized individual. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Lessor, and no employees of Lessor will admit any person (tenant or otherwise) to any office without specific instructions from Lessor.
30. Lessor reserves the right to designate the use of the parking spaces on the Project. County or County's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Project overnight without prior written consent of the Lessor shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Lessor. County will from time to time, upon the request of Lessor, supply Lessor with a list of license plate numbers of vehicles owned or operated by its employees or agents.
31. No smoking of any kind shall be permitted anywhere within the Building, including, without limitation, the Premises and those areas immediately adjacent to the entrances and exits to the Building, or any other area as Lessor elects. Smoking in the Project is only permitted in smoking areas identified by Lessor, which may be relocated from time to time.
32. If the Building furnishes common area conferences rooms for tenant usage, Lessor shall have the right to control each tenant's usage of the conference rooms, including limiting tenant usage so that the rooms are equally available to all tenants in the Building. Any common area amenities or facilities shall be provided from time to time at Lessor's discretion.
33. County shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.
34. County shall be responsible for the observance of all of the foregoing Rules and Regulations by County's employees, agents, clients, customers, invitees and guests.
35. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Project.

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36. Lessor may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.
37. Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Project and for the preservation of good order therein. County agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

LEASEHOLD IMPROVEMENT AGREEMENT
(4210 Riverwalk, Riverside)

This Leasehold Improvement Agreement shall set forth the terms and conditions relating to the construction of the County improvements in the Premises. This Leasehold Improvement Agreement is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Leasehold Improvement Agreement to Paragraphs or Sections of the "Lease" shall mean the relevant portion of that certain Office Lease to which this Leasehold Improvement Agreement is attached as Exhibit "B" and of which this Leasehold Improvement Agreement forms a part, and all references in the Lease to Sections of "Leasehold Improvement Agreement" shall mean the relevant portion of this Leasehold Improvement Agreement and all references in this Leasehold Improvement Agreement to Sections of this Leasehold Improvement Agreement shall mean the relevant portion of this Leasehold Improvement Agreement.

SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF PREMISES

1.1 Lessor will cause the construction of, at its sole cost and expense, or has acquired or constructed, that certain free standing building described in Section 2 of the Lease, hereinafter referred to as the "Base Building."

SECTION 2 - SPACE PLAN AND WORKING DRAWINGS FOR THE PREMISES

2.1 Lessor shall, at its sole cost and expense, construct the improvements in the Premises (the "Leasehold Improvements") pursuant to the approved space plan (the "Final Space Plan"), and the working drawings as set forth in section 3.2 and 3.3 of this exhibit, and as shown on Exhibit B-3 attached to this Lease. County shall make no changes or modifications to the Final Space Plan without the prior written consent of County, which consent may be withheld if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 6.1 of this Leasehold Improvement Agreement, of the Premises or increase the cost of designing or constructing the Leasehold Improvements.

SECTION 3 - CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Lessor shall retain an architect or space planner (the "Architect") to prepare the Construction Drawings. Lessor shall retain the engineering consultants (the "Engineers") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work of the Leasehold Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings." All Construction Drawings shall comply with the drawing format and specifications as determined by Lessor, and shall be subject to County's approval. Lessor and Architect shall verify, in the field, the dimensions and

conditions as shown on the relevant portions of the Base Building Plans, and Lessor and Architect shall be solely responsible for the same, and County shall have no responsibility in connection therewith. County's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply County's review of the same, or obligate Lessor to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by County or its agents and consultants, and notwithstanding any advice or assistance which may be rendered to Lessor by County or County's agents or consultants, County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Lessor's waiver and indemnity set forth in this Lease shall specifically apply to the Construction Drawings.

3.2 Final Space Plan. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the final space plan for Leasehold Improvements in the Premises (collectively, the "Final Space Plan"), as set forth in Exhibit B-2 which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan County for County's approval.

3.3 Final Working Drawings. Within thirty (30) working days after execution of the Lease by County and delivery of a copy of the Lease to Lessor, Lessor, the Architect and the Engineers shall complete the architectural and engineering drawings for the Leasehold Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval. Upon approval by County the Final Working Drawings shall be incorporated into this lease as Exhibit B-3. County shall have ten (10) days to review and approve.

3.4 Permits. The Final Working Drawings shall be approved by County (the "Approved Working Drawings") prior to the commencement of the construction of the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold Improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that the obtaining of the same shall be Lessor's responsibility; provided however that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may, or may not withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the "Substantial Completion" of the Premises as that term is defined in Section 6.1 of this Leasehold Improvement

Agreement.

3.5 County shall use its best, good faith, efforts and all due diligence to cooperate with the Architect, the Engineers, and Lessor to complete all phases of the Construction Drawings and the permitting process and to receive the permits, and approval of the "Construction Costs," as set forth in Section 7.1 below, as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by County, to discuss Lessor's progress in connection with the same. Upon County's execution of this Lease, Lessor shall provide County with a construction schedule including time projections for planning, entitlement process, related preparation and construction of the Leasehold Improvements.

SECTION 4 - LESSOR COVENANTS

4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "F," General Construction Specifications for Leased Facilities, as well as Exhibit F-1, Lessor's Building Specifications, attached thereto and made a part of the Lease.

4.2 Lessor shall comply and stay current with all applicable building standards, which may change from time to time, including but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto in providing improvements contemplated herein.

SECTION 5 - CONSTRUCTION

5.1 Lessor shall diligently pursue the planning, entitlement process, related preparation and construction of the Leasehold Improvements. Lessor shall provide County with periodic written progress reports, which reports shall contain, without limitation, updated information relative to permit approvals and construction.

5.2 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed, a Certificate of Occupancy has been issued by the City of Riverside, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the City of Riverside upon final inspection, all required permits have been obtained and electrical power has been turned on. Within five (5) days thereafter, County shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the Premises for occupancy. County shall accept the Premises if the improvements are Substantially Complete and the Premises are available for useful occupancy, as hereinafter defined. County reserves the right to determine if the Premises are Substantially Complete and available for useful occupancy.

5.3 In addition, immediately after the Substantial Completion of the Premises, Lessor shall have prepared and delivered to the County (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but

not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

SECTION 6 - COMPLETION OF THE COUNTY IMPROVEMENTS; LEASE COMMENCEMENT DATE

6.1 For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Leasehold Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any County fixtures, work-stations, built-in furniture, or equipment to be installed by County. Provided however, that such punch list items do not preclude the useful occupancy of the Premises. Useful occupancy herein defined as the Premises being safe, free of hazard, free of any risk to the safety of County employees and available for the use set forth in the Lease.

6.2 The Lease Commencement Date shall occur as set forth in Section 6.1, above.

SECTION 7 - CONSTRUCTION COSTS

7.1 The total costs of all the Leasehold Improvements, including but not limited to the improvements, architectural fees and permits, including 5% contingency shall not exceed the sum of \$2,249,325.00 which sum represents Lessor's estimate of such construction costs.

7.2 Upon completion of the Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Premises by County, Lessor shall provide County with an itemized statement, of the actual costs of the Leasehold Improvements incurred by Lessor, accompanied by vendor, contractor, subcontractor, material invoices if requested by the County. The actual cost, if less than the construction costs set forth in paragraph 7.1, shall be incorporated into Exhibit B-1 to show the revised leasehold Improvement monthly allocations based on the actual cost.

SECTION 7 - REIMBURSEMENT FOR LEASEHOLD IMPROVEMENTS

8.1 In the event that County terminates the Lease as provided in Section 6.3 of the Lease, County agrees to pay Lessor upon such termination the unamortized balance of Leasehold Improvement Costs, as set forth in Exhibit B-1.

SECTION 9 - MISCELLANEOUS

9.1 County's Entry Prior to Substantial Completion. Provided that County and its agents do not interfere with Lessor's work in the Premises, Lessor shall allow County access to the Premises prior to the Substantial Completion of the Premises for the

purpose of County installing over standard equipment or fixtures (including County's data and telephone equipment) in the Premises. Prior to County's entry into the Premises as permitted by the terms of this Section 9.1, County shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of County's entry. County shall hold Lessor harmless from and indemnify, protect and defend Lessor against any loss or damage to the Premises and against injury to any persons caused by County's actions pursuant to this Section 9.1.

9.2 County's Representative. County has designated its Assistant County Executive Officer/EDA as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

9.3 Lessor's Representative. Lessor has designated Steve Blue as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Leasehold Improvement Agreement.

9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Premises.

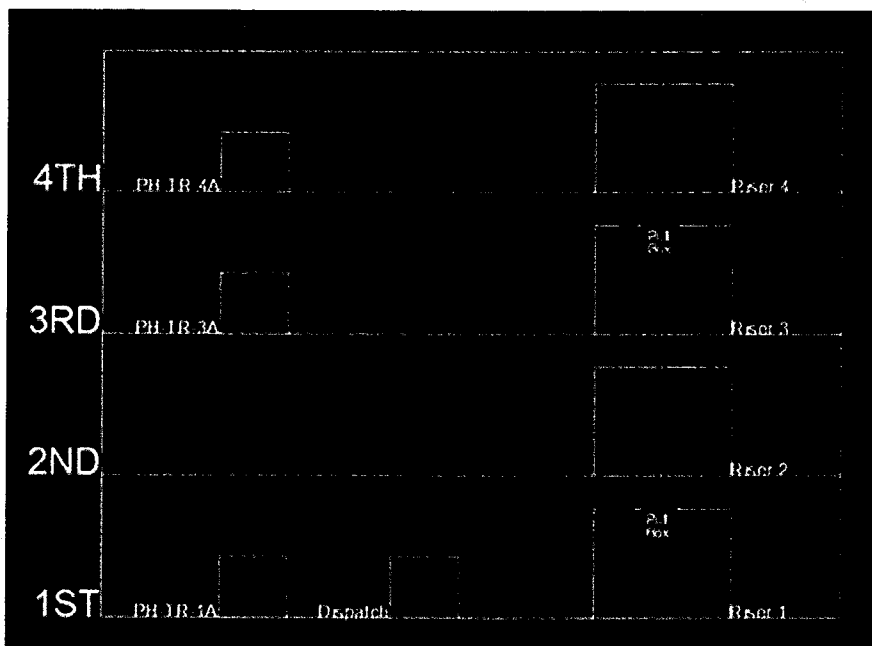
9.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice of approval is given within the stated time period, at the end of such period the item shall automatically be deemed not approved

9.6 Lessor's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default by Lessor of this Leasehold Improvement Agreement, and said default has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to County pursuant to the Lease, County shall have the right to cause Lessor to cease the construction of the Leasehold Improvements and (ii) all other obligations of County under the terms of this Leasehold Improvement Agreement shall be forgiven until such time as such default is cured pursuant to the terms of the Lease or this Leasehold Improvement Agreement.

SECTION 10 – CONDUIT, PATHWAY, GENERATOR, RADIO AND ANTENNA REQUIREMENTS:

1.1. Conduit and Pathway Requirements

- 1.1.1. 2 – 4” conduits from the telecom room in suite 110 on the first floor to a new pull box in the first floor riser closet.
- 1.1.2. 1 – 4” conduit from the plenum space above Dispatch in suite 110 to the pull box (referenced above) in first floor riser closet.
- 1.1.3. 3 – Continuous 4” conduits from the pull box in the first floor riser closet to a new pull box located on the third floor riser closet.
- 1.1.4. 1 – 4” conduit from the Public Health telecom room on the third floor to a pull box in the third floor riser closet.
- 1.1.5. 3 – 4” conduits from the pull box in the third floor riser closet to the fourth floor riser closet (pull box not necessary).
- 1.1.6. 2 – 4” conduits from the Public Health telecom room on the fourth floor to the fourth floor riser closet.
- 1.1.7. 1 - 4” conduit stubbing up onto the roof from the fourth floor riser closet into weather head on roof.
- 1.1.8. 6 - 4” conduits stubbing up onto roof from fourth floor equipment room into weather head on roof.
- 1.1.9. 1 - 24” HDG cable tray from roof penetration conduits to Building Steel approximately 6”X6” steel beam façade along front semi-circle – ability to mount 20 antennas. Follow façade for approximately 10 spans from door entrance to façade. Provide support for antennas to be mounted (able to withstand 120 mile an hour wind loading).
- 1.1.10. Provide 2 – 1” EMT conduits in cable tray from HF radios located on the fourth floor to HF antennas on roof.



1.2. Power requirements (UPS and generator backed up):

1.2.1. Provide a total six (6) 110V/20A circuits and three (3) 208V/20A circuits on cable tray at the top of racks in the fourth floor equipment room. RCIT to provide and install racks and cable tray.

1.2.2. Provide a total two (2) 110V/20A circuits and two (2) 208V/20A circuits on cable tray at the top of racks in the third floor equipment room.

1.2.3. Provide a total four (4) 110V/20A circuits and seven (7) 208V/20A circuits on cable tray at the top of racks in the third floor equipment room.

1.2.4. Provide four twenty amp breakers (two circuits per console two quad outlets each console)

1.2.5. Power for the 3 Samsung 52" Television monitors in dispatch

1.2.6. Provide ESD carpet in the dispatch theater.

1.3. Emergency Generator Power for all of the 3rd floor

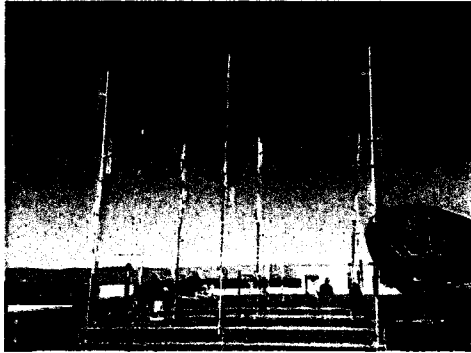


EXHIBIT B-1

B-1 LESSOR'S MONTHLY ALLOCATIONS OF LEASEHOLD IMPROVEMENT COSTS

Data Amortization Schedule

Total: **\$2,249,325**
 Annual interest rate: 0.00%
 Term in years: 10
 Allocations per year: 12
 First allocation: 7/1/2014

ALLOCATED AMOUNT: \$18,744.38

Allocated Amount:* \$18,744.38 Beginning balance of allocation 1: 2,249,325.00

1st allocation in table: 1

Table

No.	Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	7/1/2014	2,249,325.00	0.00	18,744.38	2,230,580.63	0.00
2	8/1/2014	2,230,580.63	0.00	18,744.38	2,211,836.25	0.00
3	9/1/2014	2,211,836.25	0.00	18,744.38	2,193,091.88	0.00
4	10/1/2014	2,193,091.88	0.00	18,744.38	2,174,347.50	0.00
5	11/1/2014	2,174,347.50	0.00	18,744.38	2,155,603.13	0.00
6	12/1/2014	2,155,603.13	0.00	18,744.38	2,136,858.75	0.00
7	1/1/2015	2,136,858.75	0.00	18,744.38	2,118,114.38	0.00
8	2/1/2015	2,118,114.38	0.00	18,744.38	2,099,370.00	0.00
9	3/1/2015	2,099,370.00	0.00	18,744.38	2,080,625.63	0.00
10	4/1/2015	2,080,625.63	0.00	18,744.38	2,061,881.25	0.00
11	5/1/2015	2,061,881.25	0.00	18,744.38	2,043,136.88	0.00
12	6/1/2015	2,043,136.88	0.00	18,744.38	2,024,392.50	0.00
13	7/1/2015	2,024,392.50	0.00	18,744.38	2,005,648.13	0.00
14	8/1/2015	2,005,648.13	0.00	18,744.38	1,986,903.75	0.00
15	9/1/2015	1,986,903.75	0.00	18,744.38	1,968,159.38	0.00
16	10/1/2015	1,968,159.38	0.00	18,744.38	1,949,415.00	0.00
17	11/1/2015	1,949,415.00	0.00	18,744.38	1,930,670.63	0.00
18	12/1/2015	1,930,670.63	0.00	18,744.38	1,911,926.25	0.00
19	1/1/2016	1,911,926.25	0.00	18,744.38	1,893,181.88	0.00
20	2/1/2016	1,893,181.88	0.00	18,744.38	1,874,437.50	0.00
21	3/1/2016	1,874,437.50	0.00	18,744.38	1,855,693.13	0.00
22	4/1/2016	1,855,693.13	0.00	18,744.38	1,836,948.75	0.00
23	5/1/2016	1,836,948.75	0.00	18,744.38	1,818,204.38	0.00
24	6/1/2016	1,818,204.38	0.00	18,744.38	1,799,460.00	0.00
25	7/1/2016	1,799,460.00	0.00	18,744.38	1,780,715.63	0.00
26	8/1/2016	1,780,715.63	0.00	18,744.38	1,761,971.25	0.00
27	9/1/2016	1,761,971.25	0.00	18,744.38	1,743,226.88	0.00
28	10/1/2016	1,743,226.88	0.00	18,744.38	1,724,482.50	0.00
29	11/1/2016	1,724,482.50	0.00	18,744.38	1,705,738.13	0.00
30	12/1/2016	1,705,738.13	0.00	18,744.38	1,686,993.75	0.00
31	1/1/2017	1,686,993.75	0.00	18,744.38	1,668,249.38	0.00
32	2/1/2017	1,668,249.38	0.00	18,744.38	1,649,505.00	0.00
33	3/1/2017	1,649,505.00	0.00	18,744.38	1,630,760.63	0.00
34	4/1/2017	1,630,760.63	0.00	18,744.38	1,612,016.25	0.00

EXHIBIT B-1

No. No.	Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
35	5/1/2017	1,612,016.25	0.00	18,744.38	1,593,271.88	0.00
36	6/1/2017	1,593,271.88	0.00	18,744.38	1,574,527.50	0.00
37	7/1/2017	1,574,527.50	0.00	18,744.38	1,555,783.13	0.00
38	8/1/2017	1,555,783.13	0.00	18,744.38	1,537,038.75	0.00
39	9/1/2017	1,537,038.75	0.00	18,744.38	1,518,294.38	0.00
40	10/1/2017	1,518,294.38	0.00	18,744.38	1,499,550.00	0.00
41	11/1/2017	1,499,550.00	0.00	18,744.38	1,480,805.63	0.00
42	12/1/2017	1,480,805.63	0.00	18,744.38	1,462,061.25	0.00
43	1/1/2018	1,462,061.25	0.00	18,744.38	1,443,316.88	0.00
44	2/1/2018	1,443,316.88	0.00	18,744.38	1,424,572.50	0.00
45	3/1/2018	1,424,572.50	0.00	18,744.38	1,405,828.13	0.00
46	4/1/2018	1,405,828.13	0.00	18,744.38	1,387,083.75	0.00
47	5/1/2018	1,387,083.75	0.00	18,744.38	1,368,339.38	0.00
48	6/1/2018	1,368,339.38	0.00	18,744.38	1,349,595.00	0.00
49	7/1/2018	1,349,595.00	0.00	18,744.38	1,330,850.63	0.00
50	8/1/2018	1,330,850.63	0.00	18,744.38	1,312,106.25	0.00
51	9/1/2018	1,312,106.25	0.00	18,744.38	1,293,361.88	0.00
52	10/1/2018	1,293,361.88	0.00	18,744.38	1,274,617.50	0.00
53	11/1/2018	1,274,617.50	0.00	18,744.38	1,255,873.13	0.00
54	12/1/2018	1,255,873.13	0.00	18,744.38	1,237,128.75	0.00
55	1/1/2019	1,237,128.75	0.00	18,744.38	1,218,384.38	0.00
56	2/1/2019	1,218,384.38	0.00	18,744.38	1,199,640.00	0.00
57	3/1/2019	1,199,640.00	0.00	18,744.38	1,180,895.63	0.00
58	4/1/2019	1,180,895.63	0.00	18,744.38	1,162,151.25	0.00
59	5/1/2019	1,162,151.25	0.00	18,744.38	1,143,406.88	0.00
60	6/1/2019	1,143,406.88	0.00	18,744.38	1,124,662.50	0.00
61	7/1/2019	1,124,662.50	0.00	18,744.38	1,105,918.13	0.00
62	8/1/2019	1,105,918.13	0.00	18,744.38	1,087,173.75	0.00
63	9/1/2019	1,087,173.75	0.00	18,744.38	1,068,429.38	0.00
64	10/1/2019	1,068,429.38	0.00	18,744.38	1,049,685.00	0.00
65	11/1/2019	1,049,685.00	0.00	18,744.38	1,030,940.63	0.00
66	12/1/2019	1,030,940.63	0.00	18,744.38	1,012,196.25	0.00
67	1/1/2020	1,012,196.25	0.00	18,744.38	993,451.88	0.00
68	2/1/2020	993,451.88	0.00	18,744.38	974,707.50	0.00
69	3/1/2020	974,707.50	0.00	18,744.38	955,963.13	0.00
70	4/1/2020	955,963.13	0.00	18,744.38	937,218.75	0.00
71	5/1/2020	937,218.75	0.00	18,744.38	918,474.38	0.00
72	6/1/2020	918,474.38	0.00	18,744.38	899,730.00	0.00
73	7/1/2020	899,730.00	0.00	18,744.38	880,985.63	0.00
74	8/1/2020	880,985.63	0.00	18,744.38	862,241.25	0.00
75	9/1/2020	862,241.25	0.00	18,744.38	843,496.88	0.00
76	10/1/2020	843,496.88	0.00	18,744.38	824,752.50	0.00
77	11/1/2020	824,752.50	0.00	18,744.38	806,008.13	0.00
78	12/1/2020	806,008.13	0.00	18,744.38	787,263.75	0.00
79	1/1/2021	787,263.75	0.00	18,744.38	768,519.38	0.00
80	2/1/2021	768,519.38	0.00	18,744.38	749,775.00	0.00
81	3/1/2021	749,775.00	0.00	18,744.38	731,030.63	0.00

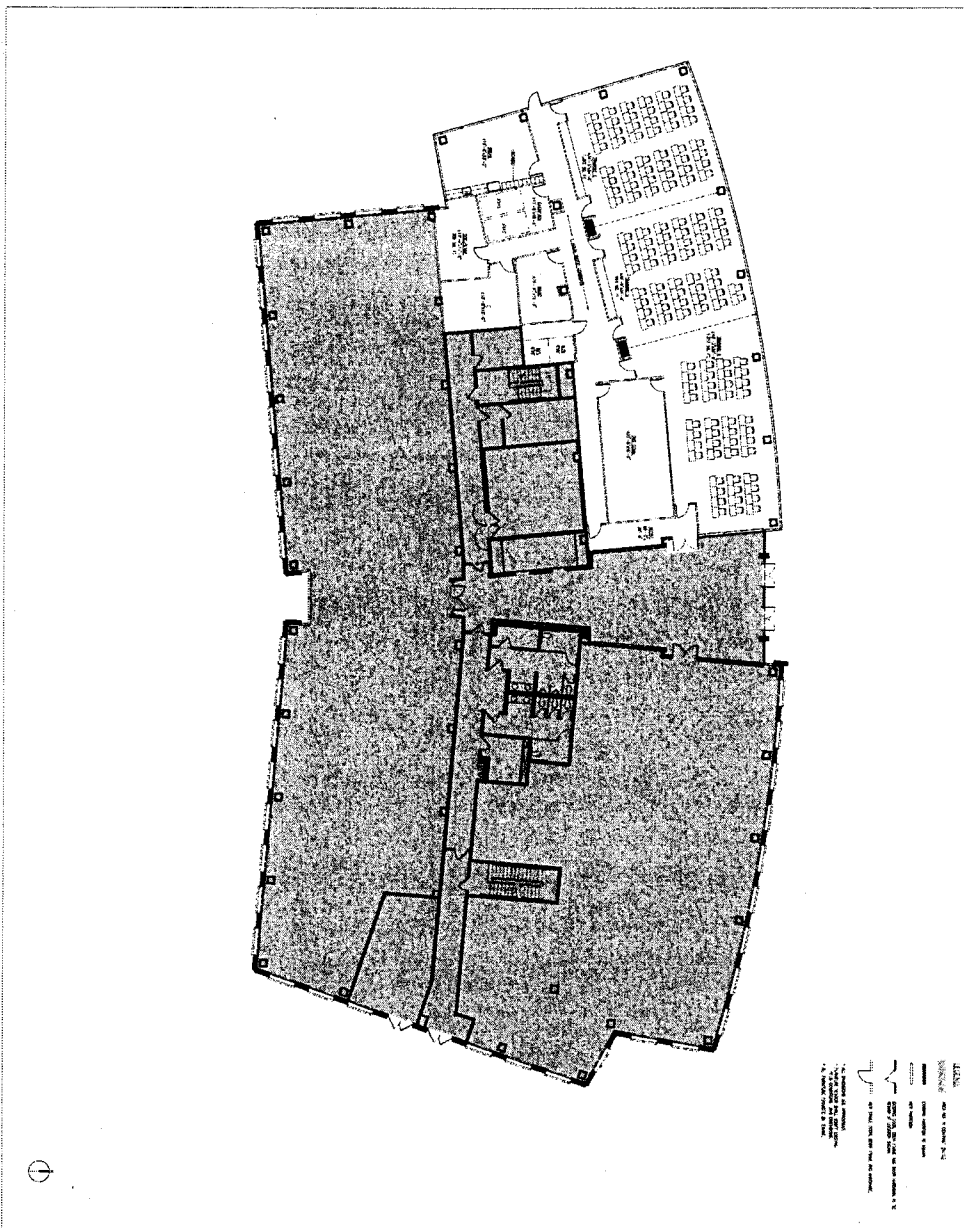
EXHIBIT B-1

Mo. No.	Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
82	4/1/2021	731,030.63	0.00	18,744.38	712,286.25	0.00
83	5/1/2021	712,286.25	0.00	18,744.38	693,541.88	0.00
84	6/1/2021	693,541.88	0.00	18,744.38	674,797.50	0.00
85	7/1/2021	674,797.50	0.00	18,744.38	656,053.13	0.00
86	8/1/2021	656,053.13	0.00	18,744.38	637,308.75	0.00
87	9/1/2021	637,308.75	0.00	18,744.38	618,564.38	0.00
88	10/1/2021	618,564.38	0.00	18,744.38	599,820.00	0.00
89	11/1/2021	599,820.00	0.00	18,744.38	581,075.63	0.00
90	12/1/2021	581,075.63	0.00	18,744.38	562,331.25	0.00
91	1/1/2022	562,331.25	0.00	18,744.38	543,586.88	0.00
92	2/1/2022	543,586.88	0.00	18,744.38	524,842.50	0.00
93	3/1/2022	524,842.50	0.00	18,744.38	506,098.13	0.00
94	4/1/2022	506,098.13	0.00	18,744.38	487,353.75	0.00
95	5/1/2022	487,353.75	0.00	18,744.38	468,609.38	0.00
96	6/1/2022	468,609.38	0.00	18,744.38	449,865.00	0.00
97	7/1/2022	449,865.00	0.00	18,744.38	431,120.63	0.00
98	8/1/2022	431,120.63	0.00	18,744.38	412,376.25	0.00
99	9/1/2022	412,376.25	0.00	18,744.38	393,631.88	0.00
100	10/1/2022	393,631.88	0.00	18,744.38	374,887.50	0.00
101	11/1/2022	374,887.50	0.00	18,744.38	356,143.13	0.00
102	12/1/2022	356,143.13	0.00	18,744.38	337,398.75	0.00
103	1/1/2023	337,398.75	0.00	18,744.38	318,654.38	0.00
104	2/1/2023	318,654.38	0.00	18,744.38	299,910.00	0.00
105	3/1/2023	299,910.00	0.00	18,744.38	281,165.63	0.00
106	4/1/2023	281,165.63	0.00	18,744.38	262,421.25	0.00
107	5/1/2023	262,421.25	0.00	18,744.38	243,676.88	0.00
108	6/1/2023	243,676.88	0.00	18,744.38	224,932.50	0.00
109	7/1/2023	224,932.50	0.00	18,744.38	206,188.13	0.00
110	8/1/2023	206,188.13	0.00	18,744.38	187,443.75	0.00
111	9/1/2023	187,443.75	0.00	18,744.38	168,699.38	0.00
112	10/1/2023	168,699.38	0.00	18,744.38	149,955.00	0.00
113	11/1/2023	149,955.00	0.00	18,744.38	131,210.63	0.00
114	12/1/2023	131,210.63	0.00	18,744.38	112,466.25	0.00
115	1/1/2024	112,466.25	0.00	18,744.38	93,721.88	0.00
116	2/1/2024	93,721.88	0.00	18,744.38	74,977.50	0.00
117	3/1/2024	74,977.50	0.00	18,744.38	56,233.13	0.00
118	4/1/2024	56,233.13	0.00	18,744.38	37,488.75	0.00
119	5/1/2024	37,488.75	0.00	18,744.38	18,744.38	0.00
120	6/1/2024	18,744.38	0.00	18,744.38	0.00	0.00

* This allocation is not an additional monthly payment in addition to the monthly rent in paragraph 5.1 of the Lease.

The sole purpose of this Exhibit is only to calculate the un-amortized balance of improvements, Lessor's share of Leasehold Improvements in the event of termination by County as set forth in Section 6.3 of the Lease.

EXHIBIT B-2



DATE: 08/14/13
 SHEET: 01 OF 12
 PROJECT: 13-000000-01
 DRAWING: 01-000000-01
 SCALE: 1/8" = 1'-0"

rsaa
 401 RESERVE PARKWAY
 PLEASANTON, CA 94566
 TEL: 925.464.7000
 WWW.RSAA.COM

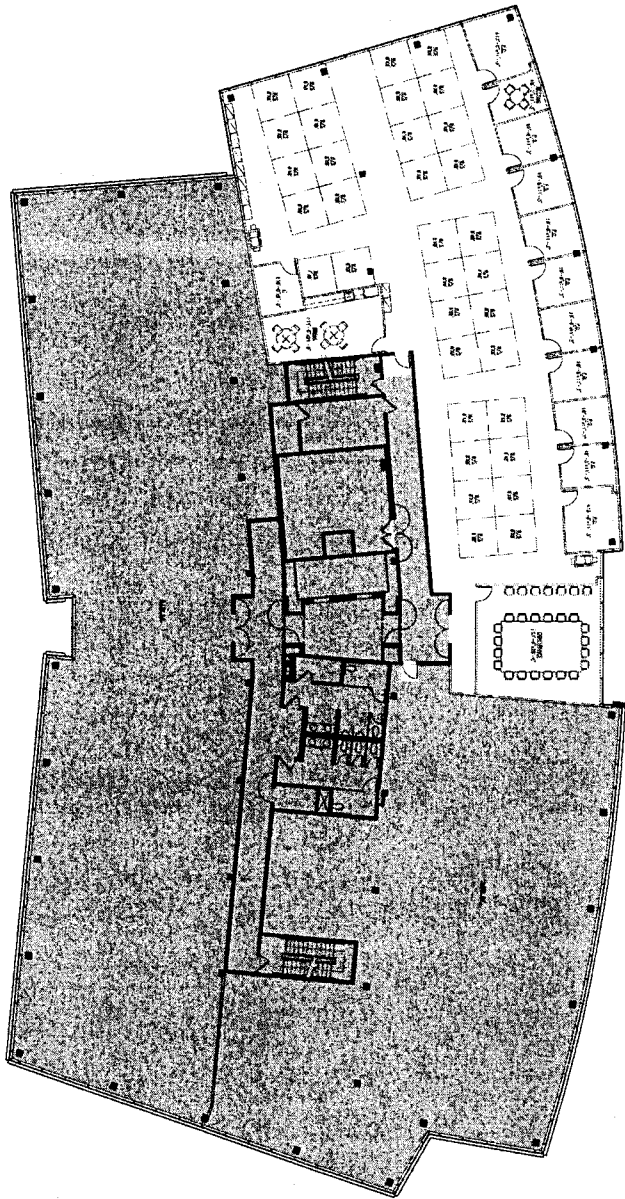
CONTRACT NO.
 13-000000-01

PROJECT NO.
 13-000000-01

DATE
 08/14/13

SCALE
 1/8" = 1'-0"

SP-A



100%
 90%
 80%
 70%
 60%
 50%
 40%
 30%
 20%
 10%
 0%

DOFH

3RD FLOOR
 425 RIVERWALK PARKWAY
 FRESNO, CA 93705



SAA ARCHITECTS
 1111 N. MARKET STREET
 SUITE 100
 FRESNO, CA 93702
 TEL: 558-1111
 FAX: 558-1112
 WWW.SAAARCHITECTS.COM

SEAL AND STAMP

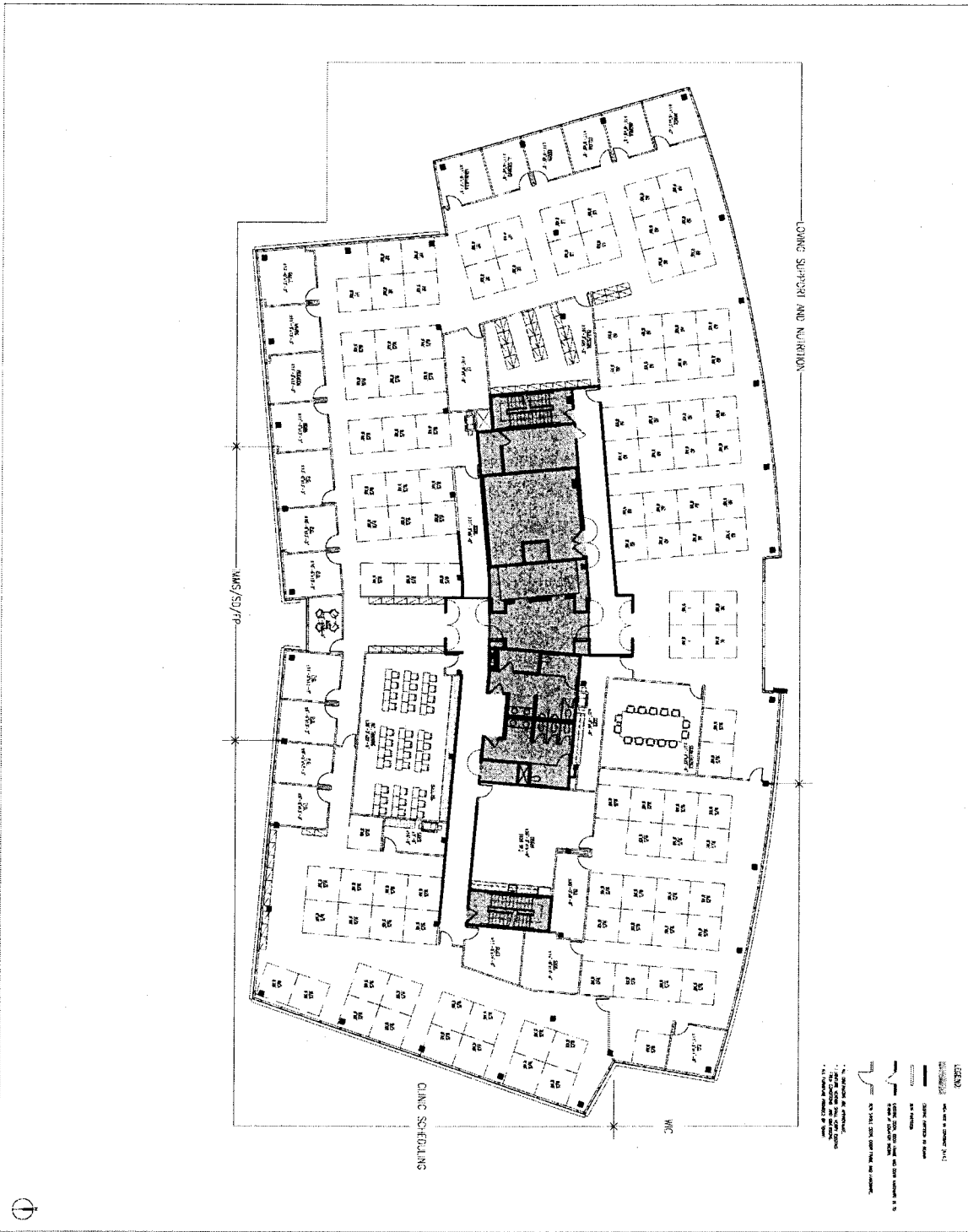
CONSULTANTS

DRAWING NO. 304
 DATE 08/11/05

3RD FLOOR
 425 RIVERWALK PARKWAY
 FRESNO, CA 93705

SP-A

1



DINING SERVICES AND NUTRITION

CLINIC SCHEDULING

LEGEND
 1. ROOM SCHEDULED FOR 2011
 2. ROOM SCHEDULED FOR 2012
 3. ROOM SCHEDULED FOR 2013
 4. ROOM SCHEDULED FOR 2014
 5. ROOM SCHEDULED FOR 2015
 6. ROOM SCHEDULED FOR 2016
 7. ROOM SCHEDULED FOR 2017
 8. ROOM SCHEDULED FOR 2018
 9. ROOM SCHEDULED FOR 2019
 10. ROOM SCHEDULED FOR 2020
 11. ROOM SCHEDULED FOR 2021
 12. ROOM SCHEDULED FOR 2022
 13. ROOM SCHEDULED FOR 2023
 14. ROOM SCHEDULED FOR 2024
 15. ROOM SCHEDULED FOR 2025

DATE: 08/15/2011
 TIME: 10:30 AM
 DRAWN BY: J. H. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: 4TH FLOOR
 FLOOR: FOURTH FLOOR

SP-A

CONSULTANTS

SCALE AND STAMP

DEPT OF
 PUBLIC HEALTH
 4TH FLOOR
 420 RIVERWALK PARKWAY
 RIVERSIDE, CA 92505

DATE: 08/15/2011
 TIME: 10:30 AM
 DRAWN BY: J. H. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: 4TH FLOOR
 FLOOR: FOURTH FLOOR

ASBESTOS

- A. Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing construction materials (ACCM's) as defined in Title 15, Sections 1601 and 2607 of the United States Code. An asbestos hazard will be recognized if an average concentration exceeds 0.01 fibers longer than five microns per cubic centimeter of air measured over an eight hour period as determined by the Transmission Electron Microscopy (TEM) method. TEM testing will be mandatory if samples tested by the Phase Contrast Microscopy (PCM) method indicate .1 or more fibers per cc of air.
1. Space leased to the County and plenums in the same HVAC zone.
 2. Common public areas which County employees or its invitees would normally/reasonably use.
 3. Building maintenance areas, utility spaces, and elevator shafts within or serving areas described in items 1 and 2 above.
- B. In the event construction of the building wherein leased premises are located was completed prior to 1979, the Lessor shall provide the County with certification that the areas referred to above are free of asbestos hazard from ACCM's prior to the execution of this lease. If said premises were constructed after 1979, Lessor shall provide County with a written statement to that effect.
- C. Certification shall be in the form of an ACCM's Survey and Evaluation Report prepared by a qualified Industrial Hygienist who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) – Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of suspected ACCM's. Bulk samples of suspected ACCM's shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the polarized light microscopy (PLM) method. If friable asbestos is found or the physical condition of suspected ACCM's indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method must be performed. If asbestos fiber concentrations of .1 fibers per cc of air or greater are found, further testing by the Transmission Electron Microscopy (TEM) method is mandatory. Said survey and evaluation report shall identify all ACCM's found and recommend abatement procedures. If necessary, the report shall also specify guidelines for the implementation of an operation and maintenance plan inclusive of any required monitoring and testing intervals. The report is subject to review and approval by the County and the Lessor shall agree to all conditions contained therein.

- D. If at any time during the term of this lease, or during any extension or renewal hereof, previously unidentified ACCM's hazard is discovered, or airborne asbestos fibers above the maximum allowable limits are found to be entering the County-leased space from any other area within the building or buildings in which the County-leased space is located, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all hazardous ACCM's that are determined to be affecting the County-leased space.
- E. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health. The County reserves the right to establish consultant oversight of any asbestos related work program at its expense.
- F. Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACCM's which include, but is not limited to the actual costs to the Lessor for ACCM's abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACCM's from the Lessor's building including clean up of contaminated County-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the County together with certification by an Industrial Hygienist Consultant registered with Cal/OSHA that the area is free of hazard from ACCM's.
- G. If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACCM's, the Lessor shall provide comparable accommodating space (at no cost to the County) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the County, if the County paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.
- H. In the event, after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described asbestos hazard from ACCM's, the County may effect such abatement; and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACCM's from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the County for its use.

- I. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the County may, by notice in writing, terminate this lease. Lessor shall be liable to the County for all expenses, losses, and damages reasonably incurred by the County as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

- J. The Lessor shall indemnify, defend, and hold the County of Riverside, its officers, and employees harmless from and against any and all losses, damages, judgements, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the County-leased space or the building in which the leased premises are located.

EXHIBIT "D"
CONFIRMATION OF LEASE INFORMATION

1. LEASE REFERENCE DATE: _____
2. PREMISES:
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of _____, for a term of _____ ending on _____, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent began to accrue on _____, in the initial amount of _____ per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

LESSOR:

COUNTY:

Dated: _____

Dated: _____

**COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:

A. **Daily:**

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

B. **Weekly – All Areas:**

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. **Monthly – All Areas:**

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. **Quarterly – All Areas:**

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

E. **Semi-Annually – All Areas:**

1. All Areas:
 - a. Clean and polish all baseboards.
 - b. Damp clean lobby and reception chairs.
 - c. Clean carpeted surfaces-use a water extraction method.

F. **Annually – All Areas:**

1. All resilient and hard surface floors:
 - a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
Real Estate Division**

**GENERAL CONSTRUCTION SPECIFICATIONS
FOR LEASED FACILITIES**

A. INTENT

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.
2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.
3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.
4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Economic Development Agency with full justification. All specifications will be enforced unless specifically waived by the Economic Development Agency in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.
2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.
3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. DRAWINGS

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
2. The Economic Development Agency shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Economic Development Agency. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Economic Development Agency.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Economic Development Agency.

D. CONSTRUCTION

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.
2. Inspections by the Economic Development Agency will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. SPECIFICATIONS

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Economic Development Agency.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. SITE

1. The Lessor shall be responsible for determining site conditions, including sub-

surface soil conditions, adequate public utilities and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. GRADING

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the Lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage of surface runoff water away from the buildings.

C. DRAINAGE

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

D. RETAINING WALLS

1. The determination of the location and extent of retaining walls required is the responsibility of the Lessor.

E. LANDSCAPING

1. Suitable regionally appropriate, water conserving, low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

F. CLEANUP

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the Lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

(ARCHITECTURAL REQUIREMENTS)

A. FLOORS

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.
2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.
3. Carpet – One hundred percent (100%) continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight

from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when properly maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns must be approved by the Economic Development Agency.

4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color shall meet County color standards.
5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Economic Development Agency.

B. WALLS

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Economic Development Agency. Systems furniture may be used.
2. Toilet room walls adjacent to occupied spaces shall be sound insulating double-wall construction and filled with sound-absorbing materials.
3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. ROOF AND INSULATION

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.
2. All roof designs shall include a minimum one-half inch (1/2") to one foot (1') slopes for positive drainage.
3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. TIMBER AND WOOD

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

E. CEILING CONSTRUCTION

1. All ceilings shall be placed at nine feet (9'0") above finish floor level, unless

otherwise specified.

2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall generally be limited to the lobby area and offices.
2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.
3. Low energy and reflective glazing shall be used in high heat gain areas.

G. **DOORS**

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six inches (36") wide. Appropriate metal doors are acceptable.
2. Exterior doors shall have automatic closers.

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.
3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Economic Development Agency.

I. **HARDWARE**

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room

doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kick plates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Economic Development Agency.

2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
 - a. All keyed locks shall be equipped with six (6) pin keyways.
 - b. Three (3) keys shall be furnished for each lock.
 - c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
 - (1) Mechanical equipment rooms.
 - (2) Janitor's closets.
 - (3) Employee entrances (interior & exterior).
 - (4) Bulletin boards.
 - (5) Electrical panel boxes.
 - d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.
 - e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key

side of all locks will be on the public side.

J. TOILET ENCLOSURES AND ACCESSORIES

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.
2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction.
3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.
4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.
5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.
6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.
7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.
8. Trash bins shall be provided in rest rooms.
9. Both men's and women's toilets shall be designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet handicapped requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. PAINTING

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.
2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.
3. Paint colors must be approved by the Economic Development Agency.
4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.

5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Economic Development Agency.
6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Economic Development Agency.

M. **SIGNS**

1. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Economic Development Agency.
2. Lettering on entrance doors will be specifically identified by the Economic Development Agency.

N. **ASBESTOS & LEAD BASED PAINT**

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Economic Development Agency.

O. **PLUMBING FIXTURES AND FITTINGS**

1. All rest room lavatories shall have self-closing faucets.
2. All toilets and urinals shall be equipped with flush valves.
3. "Water-Saver" toilets will not be acceptable.
4. Provide hot water in rest rooms and break rooms.
5. Health Clinics-provide hot water in examination rooms, labs, restrooms and break rooms.
6. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. **FIRE PROTECTION**

1. Provide all necessary fire extinguishers as required by local fire regulations.
2. Provide sprinkler inspection and test prior to occupancy.
3. Provide all other necessary protective devices and equipment as required by local fire regulations.
4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. **ELEVATORS**

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

SPACE CONDITIONING
(Heating, Ventilation and Air Conditioning)

A. **GENERAL REQUIREMENTS**

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment. Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. **VENTILATION**

1. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.
2. Prior to construction of office space over 5,000 square feet, existing systems over ten (10) years of age shall be inspected by a licensed HVAC company and a statement of condition detailing the reliability and efficiency of the systems shall be provided.

C. **EXHAUST SYSTEMS**

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.

2. Air shall not be directly exhausted, except in the following instances:
 - a. Air used to make up exhaust for toilet rooms.
 - b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
 - c. When specified for coffee rooms.

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever adjustments for heating and cooling with lock covers.
2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Economic Development Agency requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.
8. All electric components shall be UL-approved and comply with the California Electric Code.
9. Electric strip heating is not acceptable.

E. AIR FILTERS

1. All recirculated and outside air shall pass through filters before entering air-handling units.
2. Filters shall be replaceable types and changed a minimum of four (4) times a year.
3. A location map showing filter locations shall be provided to County.

F. PIPING

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the

system served.

2. All hot and chilled water piping shall be insulated.

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.
2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. **BALANCING AND ADJUSTING**

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.
2. Copy of air balance report shall be provided to the Economic Development Agency.

I. **NOISE AND VIBRATION**

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. **OPERATING INSTRUCTIONS**

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.