

Exhibit F-1



**THE TOWERS AT RIVERWALK
4204 and 4210 RIVERWALK PARKWAY
RIVERSIDE, CALIFORNIA**

OWNER:

Davenport Riverwalk Partners LLC
1400 Quail Street, Suite 195
Newport Beach, CA 92660
(949) 640-5100

BUILDING MANAGEMENT OFFICE:

Davenport Partners
Tricia Rios
4204 Riverwalk Parkway
Suite 360
Riverside, CA 92502
(951) 599-7200

2011

INTERIOR ARCHITECT:

Ken Zielinski
Schlemmer Algaze Associates
3300 Irvine Avenue
Suite 130
Newport Beach, CA 92660
(949) 724-8958
kzielinski@saaia.com

TENANT MEP ENGINEER:

Gustavo Caldera
FBA Engineering
3420 Irvine Avenue
Newport Beach, CA

SECTION I

PART I : BUILDING STANDARDS

PARTITIONS

A. DEMISING PARTITIONS

1. 3-1/2" - 20 gauge metal studs - 16" or 24" on center maximum from floor to underside of structure above. (Provide backing for cabinet as required)
2. 5/8" gypsum wallboard one layer each side of studs.
3. Height from floor to underside of structure above.
4. Seismic bracing per code.
5. Two rows of continuous acoustical sealant - top and bottom tracks.
6. R-11 batt type fiberglass insulation between studs. Acoustical sealant at bottom track.
7. Partition taped smooth and sanded to receive paint or wall covering.

B. TYPICAL INTERIOR PARTITION (Non rated)

1. 3-1/2" - 25 gauge metal studs - 24" (16" on First Floor) on center maximum to underside of ceiling grid (provide backing for wall mounted cabinetry or equipment as required).
2. 5/8" gypsum wallboard one layer each side of studs.
3. Height from floor to ceiling grid - 11'-6" at first floor, 9'-0" at second, third and fourth floors.
4. Seismic bracing per code.
5. Partition taped smooth and sanded to receive paint or wallcovering.
6. All exterior corners with corner beads. All exposed edges finished with metal trim.

C. PERIMETER DRYWALL (where required)

1. 3-1/2" - 25 gauge metal studs 24" on center.
2. 5/8" gypsum wallboard one layer on one side.
3. Height - floor slab to 6" above ceiling grid or up to windowsill height.
4. All exterior corners to be bull nose metal.
5. Gypsum wallboard taped smooth and sanded to receive paint or wallcovering.

D. COLUMN FURRING

1. 5/8" gypsum wallboard, one layer on 3 1/2" - 25" gauge metal studs, UNO.
2. Height - floor slab to 6" above ceiling grid.
3. Gypsum wallboard taped smooth and sanded to receive paint or wallcovering.
4. All exterior corners with corner beads.

E. INSULATION

1. Partition acoustical insulation in demising partitions, rated walls, and where required by code. Tenant to install R-19 batt insulation above ceiling and R-19 batt insulation between exposed studs at exterior walls in accordance with Title 24 minimum requirements.

F. PARTITIONS AT EXTERIOR WINDOWS

1. Partitions abutting window mullions to receive continuous metal end cap to match window interior finish at exposed edge.

DOORS, FRAMES AND HARDWARE

A. TENANT SUITE ENTRY DOOR ASSEMBLY (rated doors within corridors)

White Oak, rift cut, clear finish (see below spec's)

B. INTERIOR TENANT DOOR ASSEMBLY (non-rated doors within office suites)

1. Mohawk Premium 2000 Sample Collection – White Oak Clear Rift Cut Maple – Teak color finish Rift Cut 3'-0" x 8'-0" x 1-3/4" doors. Certification of applicable ratings and warranties to be provided. Doors shall be pre-finished and match existing core doors in finish, material and appearance. Finish all edges. 5" top blocking at doors w/closers.
2. Door frames to be non-rated Western Integrated frames with flush aluminum trim, factory finish; Color: Clear aluminum.
3. Hardware:

(a) Single Door

QTY	SUBTYPE	ITEM DESCRIPTION
4	Hinges	1279 4.5x4.5 652 HAGER
1	Latchset	D10S SPARTA 626 SCHLAGE
1	Wall/Floor stops	1270WVTB 630 TRIMCO/ W1210626 TRIMCO

(b) Pair of Doors

QTY	SUBTYPE	ITEM DESCRIPTION
8	Hinges	1279 4.5x4.5 652 HAGER
1	Latchset	D10S SPARTA 626 SCHLAGE
1	Auto Flush Bolt	942 626 DCI
1	Dust Proof Strike	80 626 DCI
2	Wall/Floor stops	1270WVTB 630 TRIMCO/ W1210626TRIMCO

C. INTERIOR GLAZING

1. (a) 3/8" thick clear glass in non-rated, prefinished frames by Western Integrated with flush aluminum trim. Frame to be factory finished; Color: Clear Aluminum.
(b) 3/8" thick clear glass in non-rated, M-121 glass stops; Color: Clear Aluminum.
2. 3/8" thick tempered safety glass where required per code.
3. Return gypsum board into opening at both sides, provide metal corner bead all around opening. Finish to match wall.
4. Provide two 20 Ga. metal studs fastened at 12" O.C. back-to-back at jambs and head (min.) as per detail. Provide seismic brace per code.

SUSPENDED ACOUSTICAL CEILING

(#589 Optional)

1. Grid: Armstrong 9/16" Silhouette, White, Bolt Slot, 1/4" reveal
2. Tile: Armstrong, Cirrus #538, 24"x 24" x 7/8" Beveled Tegular 9/16", White. NRC: 0.70
3. Ceiling height 11'-6" on First Floor, 9'-0" on Second, Third and Fourth Floors
4. Seismic bracing per code.
5. Provide seismic wires for lighting and electrical to be provided by acoustical ceiling contractor.

WINDOW COVERINGS

1. Vertical Blinds, Mechoshade, 0900 Series Dense Vertical Weave, 0911 Porcelain
2. ~~Blackout Shade, Mechoshade, 0700 Series, 0706 Oyster~~

FIRE SPRINKLER SYSTEM

1. Fire Sprinkler coverage light hazard, .33 gpm / 3,000 SF in shell and modified per improvement.
2. Concealed sprinkler head to be centered on ceiling tile. Reliable Model G4 Concealed automatic sprinkler with 1/2" - 1 1/2" adjustment - White Paint Finish

SECURITY SYSTEM	1. Each building is equipped with a security camera that provides 24/7 video surveillance of the lobby and parking areas.
T.B.D.	2. Night-time security patrol officer monitors the parking lot areas.
	3. Both buildings have a security alarm system that is activated after-hours.

SIGNAGE

1. Building standard ground floor directory tenant identification/suite number strip.
2. Building standard tenant identification/suite number or sign adjacent to suite entry door.

CABINETRY

A. CABINETS

1. Plastic laminate horizontal and vertical surfaces.
2. Horizontal and Verticals: See individual options below for plastic laminate specifications
3. Cabinetry Construction: Designation, APA C-D plugged with exterior glue, $\frac{3}{4}$ " thick or $\frac{3}{4}$ " high pressure particle board. Min. density 45 PSF, U.N.O.
4. Plastic laminate finish, countertops and splashes shall be constructed in accordance with WIC manual of Millwork, "Custom" grade.

B. HARDWARE

1. Hinges to be self-closing type, fully concealed when the doors are closed.
2. Hinges shall have independent vertical, horizontal and depth adjustment.
3. Hinges shall be steel with nickel-plated finish and shall be one of the following products:

Brass America, Inc. Nos. 1200/1201

Julius Blum, Inc. No.91.650

Stanley Hardware Nos. 1511-2/1511-9x or equal.

4. Pulls: 4" X $\frac{5}{16}$ " diameter wire pulls, brushed chrome finish. U.N.O.
5. Adjustable Shelf Supports to be hole & pin type, Hafele 282.24.710 5MM steel pin.
6. Drawers: Provide heavy-duty $\frac{3}{4}$ extension drawer slides.
7. Mutes: Clear vinyl dot.
8. Fasteners and Anchorage's: Provide nails, screws, or other anchoring devices of type, size material and finish suitable for intended use and required to provide secure installation.

C. CASEWORK

1. Drawer Boxes: Provide sub-front and applied finish fronts securely fastened, with square corners and self-edges. Provide drawers with metal studs.
2. Doors: Flush overlay type with square corners, and self edged. Do not notch door, cabinet ends or dividers to receive hinges.
3. Shelves: $\frac{3}{4}$ " thick for spans up to 35" and 1" thick for spans over 35" up to 48" and adjustable to 1" centers. Do not recess metal shelf standards into end panels; notch shelving to clear standards.

TENANT SUITE FINISH MATERIALS

A. PAINT

1. Field Color: Color To Be Selected - Eggshell finish

B. STANDARD FIELD CARPET (MULTI-COLOR)

1. Manufacturer: Shaw Contract
2. Color: TBD
3. Construction: Textured Loop
4. Style: Terra 5A037
5. Fiber: Solution Q nylon / 24 oz. 100% solution dyed
6. Width: 12'
7. Installation: Direct glue down

C. STANDARD FIELD CARPET (SOLID COLOR)

1. Manufacturer: Shaw Contract
2. Color: TBD
3. Construction: Solid Cut Pile
4. Style: Design Series V 30
5. Fiber: 100% nylon / 30 oz. 100% continuous dyed
6. Width: 12'
7. Installation: Direct glue down

D. VINYL COMPOSITION TILE

1. Manufacturer: Armstrong
2. Style Name: Excelon Stonetex Vinyl Composition Tile
3. Size: 12"x 12" x 1/8"
4. Color: TBD

E. RUBBER BASE

1. Manufacturer: Johnsonite
2. Material: Rubber 1/8"
3. Color: TBD
4. Size: 2 1/2" cove base at resilient flooring, 2 1/2" straight base at carpet.
5. Transition: Transition strip between carpet and resilient flooring, Color to match base.

F. PLASTIC LAMINATE

1. Manufacturer: Wilsonart
2. Material: Plastic laminate textured
3. Color: TBD

HEATING, VENTILATION AND AIR CONDITIONING

Furnish and install all materials and equipment necessary to provide complete and usable air conditioning systems in tenant spaces including, but not necessarily limited to, the following:

A. Requirements shall be in accordance with title 24 and all other applicable codes.

B. CEILING DIFFUSER SPECIFICATION

1. Ceiling diffusers shall have perforated face with frame style compatible with the type of ceiling used. Surface mounted diffusers shall have gaskets to prevent leakage. Diffuser faceplate shall have concealed hinges and latches. Face plates shall be easily removable from the frame.
2. Diffusers shall be modular core and shall have curved, adjustable blades and shall be capable of delivering 1-way, 2-way, 3-way or 360 degree horizontal ceiling pattern and be adjustable to obtain a down air pattern. Diffuser must have high anti-smudge characteristics with center aspiration.
3. Material shall be steel. Finish shall be Standard White baked enamel.
4. Supply diffusers shall be Titus modular core PMC perforated face-size 24"x24" for lay-in ceiling tile.
5. Return/Exhaust diffusers shall be Titus PMR.
6. Perforated ceiling diffusers shall be tested in accordance with Air Diffusion Council (ADC) code 10602R4. Sound data for diffusers shall be calculated in accordance with International Standard ISO 3741 Comparison Method.
7. The following manufactures shall be considered equal, providing corresponding models meet specified requirements. Equivalent substituted equipment named herein shall be submitted for the Architect's review. Submit alternate selections at a time of bid listing major equipment.

ITEM	MANUFACTURER
AIR FILTERS	
DIFFUSERS	Registers & Hart Cooley
GRILLES	

C. THERMOSTATS

Thermostats shall be provided for each zone. ~~Robert Shaw, Programmable Model 9620.~~

D. SUBMITTALS

Material Lists/Product Data: Within 10 days of contract award, and prior to ordering any materials or equipment, submit for Owner's review complete material list including catalogue data of materials and products for work in this section.

E. DUCTWORK

1. Supply ducts, return ducts, and exhaust ducts plenum chambers, housing, and panels shall be fabricated from zinc-coated (galvanized) steel sheets conforming to the latest ASTM Specification A-525. Zinc-coating shall be of the "Commercial" class.
2.
 - a. Insulated low-pressure flexible duct shall be a factory fabricated assembly consisting of a zinc-coated spring steel helix, nonperforated inner liner, consisting of a zinc-coated wrapped with a nominal 1-1/2" thick fiber glass insulation. The assembly shall be sheathed in vapor barrier jacket. The composite assembly, including insulation and vapor barrier, shall meet the Class I requirements of flame spread of 25 or less, smoke developed of 50 or less as set forth NFPA Bulletin No. 90-A and be labeled by Underwriters' Laboratories, Inc.
 - b. Flexible ducts shall be installed in a fully extended condition free of sags and kinks, using only the minimum length to make the connection. Where horizontal support is required. Flexible duct shall be suspended on 36" centers with a minimum of 3/4" wide flat banding material. All joints and connections shall be made in accordance with the recommendations of Underwriters' Laboratories, Inc. for jointing material. Connections to rigid sheet metal shall be made with minimum 1/2" wide collar positively clamped and secured with screws or other approved fastening.
 - c. Flexible ducts shall be supported with 2" wide, 28 gage steel collar attached to the structure with an approved duct hanger. Installation shall minimize sharp radius turns or offsets.

F. DUCTWORK INSULATION

1. As per Shell/Core Standards
2. All insulation shall meet Title 24 requirements.

ELECTRICAL

A. GENERAL

All work, material or equipment shall comply with the codes, ordinance and regulations of the local government having jurisdiction, including Title 24 and any participating government agencies having jurisdiction.

B. RACEWAYS

1. Conduit shall be rigid galvanized steel (RGS), electrical metallic tubing (EMT), metal clad (MC) cable, polyvinyl chloride (PVC), and flexible or liquid tight flexible conduit.
2. Type 'AC' and 'NM' cable are not acceptable.
3. Support per seismic zone 4 requirements.

C. WIRING DEVICES

1. Receptacles, toggle switches and coverplates shall be white (dedicated- gray).
2. Device quantities and locations per plans.
3. Leviton, Decora style.

D. TELEPHONE / DATA OUTLETS

1. Telephone/data outlets shall be installed with a mud ring and pull string to accessible ceiling space.
2. Cabling, devices, and coverplates shall be telephone/data supplier/installer.
3. Device quantities and locations per plans.

E. TRANSFORMERS

1. Transformers shall be UL listed and suitable for the application- NEMA 1 or 3 R.
2. Transformers shall be 480V (primary) – 208V/120V (secondary), rated for 80 C rise above an ambient temperature of 40 C.
3. Support for seismic zone 4 requirements.
4. Acceptable manufacturers shall be General Electric, Cutler-Hammer, Siemens, Square D, or Westinghouse.

F. PANEL BOARDS

1. Panel boards shall be UL listed and suitable for the application- NEMA 1 or 3R.
2. All circuit breakers shall be molded case, bolt-on type.
3. Support per seismic zone 4 requirements.
4. Acceptable manufacturers shall be General Electric, Cutler-Hammer, Siemens, Square D, or Westinghouse.

G. LIGHT FIXTURES

1. Light fixtures shall be 24"x 24"x 5 1/2" or 24"x 48"x 5 1/2", MDR diffuser with two or three 32 Watt T8 lamps per fixture size. Fixtures shall be Lithonia 2PM3N-G-B-3-17-9-ND-277-GEB (2x2) or 2PM3N-G-B-3-32-18-ND-277-GEB (2X4).
2. Support per seismic zone 4 requirements.
3. Quantities and locations per plan.

Light Fixture Upgrades:

- 4 Downlights: Lithonia AFV-32TRT-6AR-LD-77-GEB10-TRW
5. Wallwashers: Lithonia AFVW-32TRT-6AR LD-277-GEB10-TRW

H. EXIT SIGNS

1. The standard exit sign shall be a green letter edge-lit on clear panel, ceiling mount, recessed, or surface mount as required, powered by long life light emitting diodes (LED's) with an 90 minute emergency battery pack.
2. Quantities and locations per exiting and lighting plans.
3. Single or double face and directional arrows per lighting plans.
4. Fixture shall be Lithonia LED Lamps – LQM EL N Type X LQMSW3G I20/277EL

PART 2: HVAC SYSTEM STANDARDS

1. New equipment installed shall have proper vibration and isolation as required.
2. Manual volume dampers shall be installed in each duct run immediately adjacent to the WYE connection.
3. No VAV boxes shall be cross-zoned and no two tenants shall share the same VAV box.
4. Two pieces of flexible duct joined together shall not be accepted.
5. New VAV boxes shall be manufactured by Titus (see plans) (interior) and with one inch lining at discharge plenum, or approved by Landlord.
6. Provide minimum duct radius on elbows at 1-1/2 times duct size.
7. Specify design CFM per register.
8. VAV box schedule to include:
 - a. Zone number
 - b. Box size
 - c. Maximum and minimum air quantities (CFM)
 - d. Remarks
9. Supply air grilles to be 4 way throw unless otherwise noted.
10. Balance report shall be submitted to owner's agent and should include all air quantities, zone number, room number, outlet number, size of duct, type of duct, free area, required CFM and test CFM, minimum and maximum CFM settings.
11. Upon completion of air balancing the Owner's Agent shall be notified for verification and acceptance of air balance report by building engineer.
12. Heating/Cooling zones will correspond to the leased premises. No heating/cooling zones to overlap demised spaces or zones.
13. Any problems found shall be reported immediately to the Owner's Agent. Repairs will be handled by priority in order to maintain completion schedule.
14. Return air grilles consist of 2 X 2 perforated grilles.
15. All air distribution equipment shall be in accordance with existing base building specifications.

PART 2: HVAC SYSTEM STANDARDS - con't

16. Contractor shall verify existing conditions.
17. When installing new VAV boxes please meet with Owner's Agent to review morning warm up and normal HVAC pneumatic switching.
18. Any relocated temperature-sensing device shall be labeled with the zone number corresponding to the VAV box, which it controls. The device shall be supplied with a minimum of two feet (2') of lead wire in the terminal box. The "as-builts" shall reflect the new location of the sensor.
19. All drawings are considered to be part of the contract documents. The Contractor shall be responsible for the review and coordination of all drawings prior to any construction, including architectural, structural, plumbing, air conditioning and electrical. Any discrepancies that occur shall be brought to the attention of the Owner's Agent prior to the start of construction so that a clarification can be issued. Any work performed in conflict with any code requirement shall be corrected by the Contractor at his own expense.
20. All symbols and abbreviations used on the drawings are considered to be construction standard.
21. Contractor shall provide and be responsible for protection and repair of adjacent existing surfaces and areas, which may be damaged as a result of demolition and/or new work.
22. All mechanical equipment that is removed and not reused shall be returned to the building owner.
23. Install VAV boxes to provide optimum access to service controls. Do not position VAV boxes over Gyp board ceilings, in or over walls or in any manner which will impede service access.
24. Contractor shall coordinate all duct locations with electrical, structural, plumbing and other trades.
25. Provide fusible link fire dampers where ducts pierce fire separations.
26. Provide 3 feet (3') flexible duct for diffuser connection.
27. Duct lining, flexible vibration connectors and duct shall be city approved.
28. Fire dampers shall be installed as required by City building code and shall be of City approved construction with permanent identification.
29. Supplemental HVAC equipment will require electrical consumption metering equipment be installed.

PART 3: PLUMBING STANDARDS

1. Provide a final layout as required by Landlord's standards and the Tenant Improvement Architectural Plan prior to commencing work. Complete plans shall show all new piping and points of connections.
2. All work shall conform to local code. Submit for plan check review as required, obtain permits and pay all fees.
3. Extending existing plumbing lines size with shut-off valves to allow for future Tenant Improvements. All piping shall be rigid type "L" copper.
4. No piping shall be permanently closed up, furred in or covered over before it has been tested, inspected and approved by Owners' Agent.
5. Piping shall be concealed where space provided. Pipes shall not be exposed in finished rooms unless approved by the Architect and Owner's Agent.
6. Fixtures must be approved prior to commencing with the work, with copy to Owner's Agent (include in submittals). Kohler and American Standard models shall be used.
7. Piping Materials
 - a. Hot and cold water: Type "L" hard drawn copper tubing with wrought copper fittings.
 - b. Condensate Drain: Type "L" hard drawn copper tubing with wrought copper fittings.
 - c. Soil, waste and vent: No hub cast iron soil pipe and fittings.
 - d. Hot water: all domestic hot water piping shall be insulated in accordance with State of California, Title 24, energy conservation regulations. The insulation shall be applied over clean dry pipe with all joints butted firmly together and covered with FRJ stapled in place.
 - e. Hot water heaters are above standard. If installed must be approved by Landlord and per code.
 - f. All water piping shall be isolated at each hanger and supported as per code to prevent noise transmission by means of prefabricated hair felt pans in formed steel sleeves. Isolators shall be Semco "Trisolator" or Crane "Felt Spaces".
8. Valves
 - a. Gate valves: All existing to be replaced by ball valves per item
 - b. Ball valves: 2" and smaller: Nibco T-580-M bronze ball valve, screwed.
 - c. All abandoned plumbing must be removed back to source.

PART 4: AUTOMATIC FIRE SPRINKLERS / EXTINGUISHER STANDARDS

1. The final layout as required and approved by Landlord's standards and the Tenant Improvement Architectural Plan. Design prints must bear engineer's P.E. fire protection stamp and O.I.S. or the agency specified.
2. Fire Sprinklers
 - a. U.L. listed, recessed head, Reliable Automatic Sprinkler Co. Model #F950 or Viking Model/e listed 589-A.
 - b. Building Chief Engineer must be notified 48 hours prior to each and every draining or recharging of the sprinkler system.
 - c. Sprinkler pipe and fittings - as per NFPA #13.
 - d. Center of tile (+- 1") installation only.
3. Fire Extinguishers

ABC rated dry chemical, UL listed and rechargeable, quantity per code.

PART 5: ELECTRICAL SYSTEM STANDARDS

1. The final layout as required and approved by Landlord's standards and the tenant improvements architectural plan. Plans indicating all panels, W & C runs, sizes, light fixtures, number and types, etc. are required before commencing with the work.
2. Telephone Outlets - Conduit
 - a. Pedestal: Walker #501E or approved, satin finish, die cast aluminum.
 - b. Flush (floor); Walker #896, with carpet flange, brass cover plate.
 - c. Wall: Leviton plaster ring (plastic plate by phone supplier).
 - d. Install conduit to top of ceiling high walls, empty, except with nylon pull cable.
 - e. Exposed ceiling cable must be plenum rated, installed per code. If tenant is not using approved cable (Teflon coated), full conduit is required.
3. Fire Report Systems

As per code requirements and building system will allow
4. Exit Signs

Existing single circuit by Prescolt Edge lite series, single face or twin face #E24-SG-ANZ or Lithonia. Provide ceiling or wall mount as may be indicated. UL listed.
5. Emergency and Night Lights

As required by code. Same fixture is to serve both functions. Use same fixture type as used for general lighting. Provide code and/or minimum of one (1) FC in exit way.
6. Pull Stations

As per building code standard.

PART 5: ELECTRICAL SYSTEM STANDARDS - con't

7. Lighting

- a. Lithonia 3 lamp, 2x4 18-cell parabolic fixture, T-8 tube.
- b. Ballast or Magnetek, low wattage (electronic).
- c. Lamp - Sylvania T-8 F40+8+L830 3000K CRI = 85
- d. Motion sensor at all offices shall be a Wattmaster or Novitas.
- e. Down light - 26 watt maximum Halo fluorescent two tube with electronic ballast.

8. Fire-Life Safety

- a. Full size CAD or better quality drawings.
- b. Drawings to illustrate point of connection at building fire control panel and point of connection to existing fire life safety devices.
- c. Drawings should include all device smoke detectors, speakers, and strobes.
- d. Specify speaker volts and watts. Specify smoke detectors (brand, type). Specify strobes (brand, type, etc.)
- e. Remote L.E.D. indicators for smoke detectors.

PART 6: DISCLAIMER

Architect/engineer must conform all standards to existing conditions. If any discrepancy is found, please notify the Landlord immediately. Landlord reserves the right to modify these standards at any time.

ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and _____, as Lessor, entered into a written office lease dated _____ in which Lessor leased to County and County leased from Lessor those certain premises consisting of approximately _____ square feet of office space located at _____. The office lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented, except by _____.
3. County has paid Rent through _____. The next payment of Rent is due on _____. The current rent is _____. County has not paid Lessor a security deposit.
4. Under the Lease, the term began on _____, and the expiration date of the Lease is _____, subject to County's right to terminate the Lease and any options the County may have to extend the term as identified in this Certificate.
5. The Lease provides for no options to extend the term of the Lease.
6. The County has the right of first refusal to renew the Lease, after the original term and any options to extend have expired, on the same terms and conditions received by Lessor as a bona fide offer from a third party to Lease the premises.
7. The County has the right to early termination of this Lease if funding is reduced or becomes unavailable or if the County determines for any reason or cause that the Premises are no longer suitable for its use.
8. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining to the Premises.
9. All space and improvements leased by County have been completed and furnished in accordance with the provisions of the Lease, and County has accepted and taken possession of the Premises. All contributions required to be paid by Lessor to date for improvements to the Premises have been paid in full.
10. Lessor and County are not in default in the performance of any of the terms and provisions of the Lease. To the best knowledge of each Party, no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.
11. Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.

12. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
13. There are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property, except as follows: _____.
14. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County, except as follows: _____.
15. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County
16. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.
17. This Certificate is given to _____ with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or _____ may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, County intends to keep the Lease full force and effect and shall bind and inure to the benefit of _____ and its successor in interest.

COUNTY:

By: _____
Robert Field,
Assistant County Executive Officer/EDA

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

By: _____
Patricia Munroe
Deputy County Counsel

RECORDED AT REQUEST OF AND WHEN
RECORDED RETURN TO:

Attention: _____

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-disturbance, and Attornment Agreement ("Agreement") is made as of _____ between _____ (Lender), a _____, having its principal place of business at _____, _____, _____ and the County of Riverside (County), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501.

Recitals:

A. Lender has agreed to make a loan to _____, a _____ (Lessor), to be secured by a deed of trust, dated _____, _____, and recorded on _____, _____, as Instrument No. _____, in the Official Records of _____ County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "Mortgage") encumbering Lessor's ownership interest in real property located in _____, _____, State of California. The legal description of the encumbered real property (the "Mortgage Premises") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the promissory note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "Loan Documents".

B. On _____, _____, County and Lessor entered into a lease for the Mortgage Premises (the Lease). The Lease creates a leasehold estate in favor of County for space (the "Premises") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases, Rents and Profits dated _____, _____, and recorded on _____, _____, as Instrument No. _____, in the Official Records of the County Recorder of _____, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "Assignment of Rents."

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Lender and County, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County has not canceled or terminated the Lease, nor surrendered, or abandoned the Premises.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not canceled or terminated the Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to

perfect the foreclosure, trustee's sale, or other proceeding.

4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall be:

- (a) liable for any act or omission of the Lessor; provided that the Lender may elect either to perform the pre-existing obligation or to permit the County to perform it and to recover the cost out of Rent;
- (b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor;
- (c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor; or
- (d) bound by an amendment or modification of the Lease even though

made without Lender's written consent and whether or not the amendment or modification materially adversely affect any right of Lessor under the Lease.

(e) subject to the County 's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

(a) Lender shall notify County of Lender's intent to effect its remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease ; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Lender: _____

Attention: _____

Copy to: _____

Attention: _____

County: Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attention: Deputy Director of Real Estate

Copy to: _____

Attention: _____

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

15. **Miscellaneous Provisions.**

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender and County agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Executed on the date first above written.

Lender:

a _____

By: ____ [signature] _____

Its: ____ [state title] _____

COUNTY OF RIVERSIDE:

By: _____

John J. Benoit, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk to the Board

By: _____

APPROVED AS TO FORM:

Gregory P. Preamos, County Counsel

By: _____

Deputy

Accepted and Agreed To:

Lessor:

a _____

By: ____ [signature] _____

Its: ____ [state title] _____

[Exhibit A: Legal description of Mortgage Premises]



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

2/10/16
Date

KD
Initial

NOTICE OF EXEMPTION

November 18, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) Emergency Management Department Lease, Riverwalk, Riverside

Project Number: FM0414200014

Project Location: 4210 Riverwalk Parkway, Suite 320 and 370, north of Pierce Street, Riverside, California 92505; APN 141260031; (See Attached Exhibit)

Description of Project: The County of Riverside (County) Board of Supervisors approved an Approval In-Principal minute order on July 21, 2015 for EDA to identify suitable space to support Emergency Management Department in the City of Riverside. To assist EMD with their request for additional space and to centralize the emergency management functions, the EDA has negotiated a five-year lease agreement at 4210 Riverwalk Parkway where a portion of EMD, Public Health Emergency Preparedness, and Department of Corrections are currently located. The agreement includes a generous tenant improvement allowance of \$305,399.46. The improvements shall include telecom and information technology infrastructure, heating ventilation and air conditioning, carpet, paint, cabinets, window micro shades installed on all exterior windows several offices, and an operable partition in the conference room. EMD shall pay for any overages outside of the allowance upon completion, acceptance and approval by County. EMD will lease this space for approximately five years, with an option to terminate after year three in the event the County builds a new Emergency Operations Center. The letting of the Lease and improvements to the office space is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide office services and will result in a negligible expansion or no expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease and tenant improvements to the existing office spaces.

FEB 09 2016 3-31

P.O. Box 1180 • Riverside, California - 92502 • T: 951.955.8916 • F: 951.955.4686 www.rivcoeda.org

Administration
Aviation
Business Intelligence
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Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

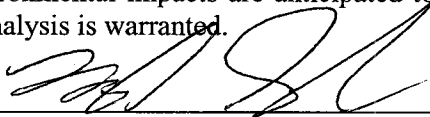
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to lease agreement and tenant improvements to existing office space. The proposed tenant improvements consist of interior alterations to an existing office space and are limited to the continued use of the site in a similar capacity. The tenant improvements encompass an area of 7,215 square feet, would be consistent with the planned land use, would occur on a developed area and would not require any expansion of public services and facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Lease and tenant improvements will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

11/12/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Emergency Management Department Lease and Tenant Improvements-
Riverwalk

Accounting String: 524830-47220-7200400000- FM0414200014

DATE: November 12, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Cindy Campos, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: November 12, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0414200014**
Emergency Management Department Lease and Tenant Improvements-Riverwalk

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

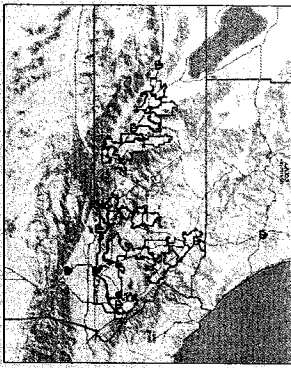
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Lease
Emergency Management Department



Legend

Notes
APN141260031 / District 2

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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