

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL LEASED PREMISES

Exhibit A

LEGAL DESCRIPTION

INITIAL LEASED PREMISES / PROJECT AREA

MOB/LOBBY/CAFÉ/COURTYARD & SITE IMPROVEMENT AREA

THAT PORTION OF LOTS 5, 6, 7, AND 8 IN BLOCK 130 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, PAGE 10 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4 AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 881, RECORDED OCTOBER 26, 1999 AS INSTRUMENT NO. 1999-470906, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89° 53' 37" WEST ALONG THE SOUTH LINE OF SAID PARCEL 4, A DISTANCE OF 1113.82 FEET;

THENCE NORTH 00° 06' 55" WEST 111.66 FEET;

THENCE NORTH 89° 54' 42" WEST 491.09 FEET;

THENCE NORTH 00° 05' 18" EAST 25.00 FEET;

THENCE SOUTH 89° 54' 42" EAST 491.09 FEET;

THENCE NORTH 00° 09' 53" WEST 267.37 FEET;

THENCE NORTH 89° 53' 05" EAST 86.24 FEET;

THENCE NORTH 00° 01' 41" WEST 130.37 FEET;

THENCE SOUTH 89° 35' 38" EAST 64.34 FEET;

THENCE NORTH 00° 10' 07" EAST 301.70 FEET;

THENCE SOUTH 89° 54' 35" EAST 155.39 FEET;

THENCE SOUTH 00° 11' 38" EAST 156.93 FEET;

THENCE NORTH 89° 56' 34" EAST 34.11 FEET;

THENCE NORTH 45° 09' 49" EAST 43.42 FEET;

THENCE NORTH 43° 23' 12" WEST 19.80 FEET;

THENCE NORTH 44° 37' 58" EAST 69.39 FEET;

THENCE NORTH 89° 49' 25" EAST 27.60 FEET;

THENCE SOUTH 00° 00' 25" EAST 41.43 FEET;

THENCE SOUTH 89° 59' 27" EAST 81.94 FEET;

THENCE NORTH 00° 03' 49" WEST 41.43 FEET;

THENCE NORTH 89° 55' 39" EAST 27.66 FEET;

THENCE SOUTH 44° 59' 18" EAST 69.59 FEET;

THENCE SOUTH 44° 33' 10" WEST 11.24 FEET;

THENCE SOUTH 44° 59' 16" EAST 13.16 FEET;

THENCE SOUTH 89° 51' 58" EAST 58.22 FEET;

THENCE NORTH 00° 05' 50" EAST 130.52 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT NO. 881;

THENCE SOUTH 89° 59' 43" EAST 481.66 FEET ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 00° 26' 32" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 1 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 617.52 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN CACTUS AVENUE.

CONTAINING: 645,361 SQ. FT. (14.228 ACRES) OF LAND, MORE OR LESS GROSS AREA
596,344 SQ. FT. (13.147 ACRES) OF LAND, MORE OR LESS NET AREA

NORTHWEST PARKING FIELD & PATHWAY:

THAT PORTION OF LOTS 3 AND 4 IN BLOCK 130 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, PAGE 10 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF NASON STREET AND BRODIAEA AVENUE AS SHOWN ON PARCEL MAP NO. 29700, ON FILE IN BOOK 196, PAGES 95 THROUGH 97 INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89° 34' 15" WEST ALONG SAID CENTERLINE OF BRODIAEA AVENUE (40.00 FOOT HALF-WIDTH), A DISTANCE OF 1900.00 FEET;

THENCE SOUTH 60° 01' 30" WEST 33.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 01' 30" WEST 234.57 FEET;

THENCE NORTH 89° 48' 40" WEST 17.84 FEET;

THENCE SOUTH 02° 05' 08" WEST 50.51 FEET;

THENCE SOUTH 27° 08' 04" EAST 63.13 FEET TO THE BEGINNING OF A NON-TANGENT 35.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID BEGINNING BEARS SOUTH 71° 29' 07" WEST;

THENCE SOUTHEASTERLY 57.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 26' 17"

THENCE NORTH 90° 00' 00" EAST 60.00 FEET;

THENCE SOUTH 26° 25' 46" WEST 22.33 FEET;

THENCE NORTH 90° 00' 00" WEST 64.00 FEET TO THE BEGINNING OF A 55.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY 60.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 51' 56"

THENCE NORTH 27° 08' 04" WEST 76.04 FEET;

THENCE NORTH 89° 50' 58" WEST 80.52 FEET;

THENCE SOUTH 57° 34' 45" WEST 89.11 FEET;

THENCE NORTH 89° 52' 45" WEST 275.10 FEET;

THENCE NORTH 00° 01' 30" EAST 335.46 FEET TO A LINE THAT IS 13.00 FEET DISTANT
SOUTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BRODIAEA AVENUE;

THENCE SOUTH 89° 34' 15" EAST 473.00 FEET ALONG SAID PARALLEL LINE, TO THE **TRUE
POINT OF BEGINNING.**

CONTAINING: 153,137 SQ. FT. (3.156 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B

SITE PLAN

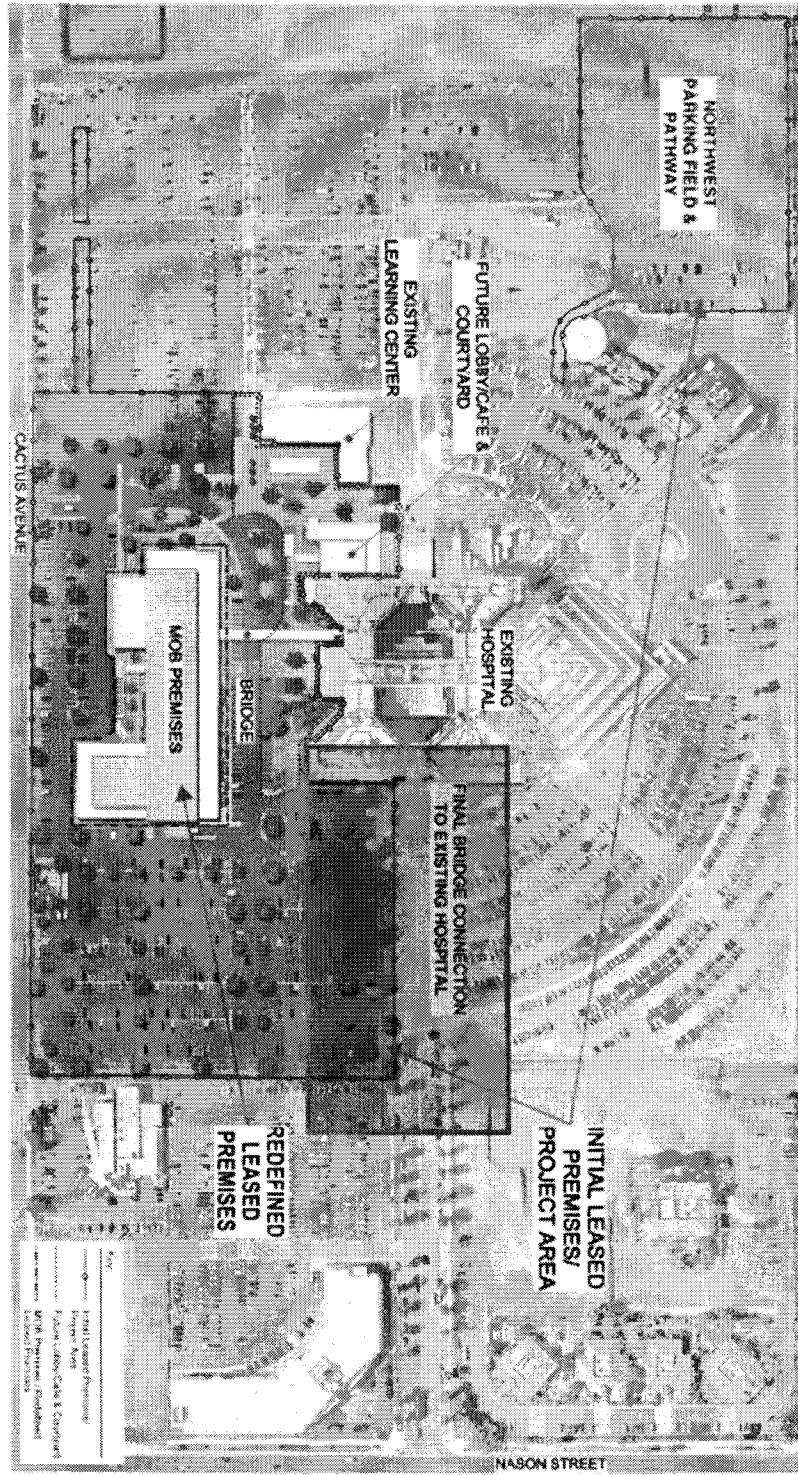


Exhibit B

EXHIBIT C

PRELIMINARY RENT SCHEDULE

Year 1 beginning with Rent Commencement Date - monthly payments of \$777,061.
Year 2 beginning with Rent Commencement Date - monthly payments of \$800,373.
Year 3 beginning with Rent Commencement Date - monthly payments of \$824,384.
Year 4 beginning with Rent Commencement Date - monthly payments of \$849,116.
Year 5 beginning with Rent Commencement Date - monthly payments of \$874,589.
Year 6 beginning with Rent Commencement Date - monthly payments of \$900,827.
Year 7 beginning with Rent Commencement Date - monthly payments of \$927,851.
Year 8 beginning with Rent Commencement Date - monthly payments of \$955,687.
Year 9 beginning with Rent Commencement Date - monthly payments of \$984,358.
Year 10 beginning with Rent Commencement Date - monthly payments of \$1,013,888.
Year 11 beginning with Rent Commencement Date - monthly payments of \$1,044,305.
Year 12 beginning with Rent Commencement Date - monthly payments of \$1,075,634.
Year 13 beginning with Rent Commencement Date - monthly payments of \$1,107,903.
Year 14 beginning with Rent Commencement Date - monthly payments of \$1,141,140.
Year 15 beginning with Rent Commencement Date - monthly payments of \$1,175,374.
Year 16 beginning with Rent Commencement Date - monthly payments of \$1,210,636.
Year 17 beginning with Rent Commencement Date - monthly payments of \$1,246,955.
Year 18 beginning with Rent Commencement Date - monthly payments of \$1,284,363.
Year 19 beginning with Rent Commencement Date - monthly payments of \$1,322,894.
Year 20 beginning with Rent Commencement Date - monthly payments of \$1,362,581.
Year 21 beginning with Rent Commencement Date - monthly payments of \$1,403,459.
Year 22 beginning with Rent Commencement Date - monthly payments of \$1,445,562.

Year 23 beginning with Rent Commencement Date - monthly payments of \$1,488,929.

Year 24 beginning with Rent Commencement Date - monthly payments of \$1,533,597.

Year 25 beginning with Rent Commencement Date - monthly payments of \$1,579,605.

EXHIBIT C-1

CONFIRMATION OF RENT COMMENCEMENT DATE\

LEASE REFERENCE DATE: _____

1. PREMISES:
2. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and/or Tenant has occupied the MOB. The lease term shall continue through _____, unless extended as provided in the Lease.
3. 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: _____

EXHIBIT C-2

OPERATING COSTS ESTIMATE

<u>Category</u>	<u>Rate</u>	<u>Amount</u>
Utilities	\$4.38	\$876,000
Janitorial	\$3.80	\$760,000
Parking Lot/Landscaping	N/A	0
Repair and Maintenance	N/A	0
Security	\$.40	\$80,000
Insurance	\$1.42	\$284,000
Engineering	\$.40	\$80,000
Alterations Reserve	\$.50	\$100,000
Capital Reserve	\$.50	\$100,000
Administrative	\$.15	\$30,000
Asset Management	\$.90	\$180,000
Property Management	\$1.93	<u>\$386,000</u>
Total	\$14.38	\$2,876,000

EXHIBIT C-3

ELECT TO PURCHASE NOTICE

This NOTICE TO ELECT TO PURCHASE the MOB Improvements is hereby given to TC Riverside MOB, LLC as Landlord in that certain Facilities Lease Agreement ("Facilities Lease") entered into between Landlord and the County of Riverside, as Tenant, dated _____. Pursuant to Section 5.2 of the Facilities Lease, Tenant desires to acquire the MOB Improvements for the agreed upon purchase price and under the specific terms in the Facilities Lease.

Tenant has notified Landlord in writing of such interest on _____. Landlord had provided Tenant with an acknowledgement of Tenant's notice within fifteen (15) days thereafter in accordance with Section 5 of the Facilities Lease.

The Parties have worked cooperatively to establish the purchase price ("**Purchase Price**") for the MOB Improvements which shall be the sum of: (a) the loan balance at the time of the closing of the option to purchase as stated on the latest loan account statement or demand provided by Landlord's lender, (b) prepayment fee to Landlord in the amount of \$750,000.00, and (c) the payment of any and all standard yield maintenance fees and other costs required by Landlord's lender in conjunction with the paying-off of all financing and Landlord's Mortgage.

This Notice is to serve as the requisite written notice to the Landlord of its exercise of its Option to Purchase the MOB Improvements for such Purchase Price. The Tenant and Landlord have established the Purchase Price in the amount of _____ as consideration for the MOB Improvements.

The election to purchase the MOB Improvements was approved by the Board of Supervisors on _____, Minute Order No. _____.

The purchase of the MOB Improvements shall be consummated through escrow.

Landlord and Tenant shall execute any documents necessary to evidence the transfer of the rights, title and interest in the Improvements and to relinquish its leasehold interest in this Facilities Lease and Ground Lease in order to consummate this purchase transaction.

EXHIBIT D

PRELIMINARY PROJECT SCHEDULE

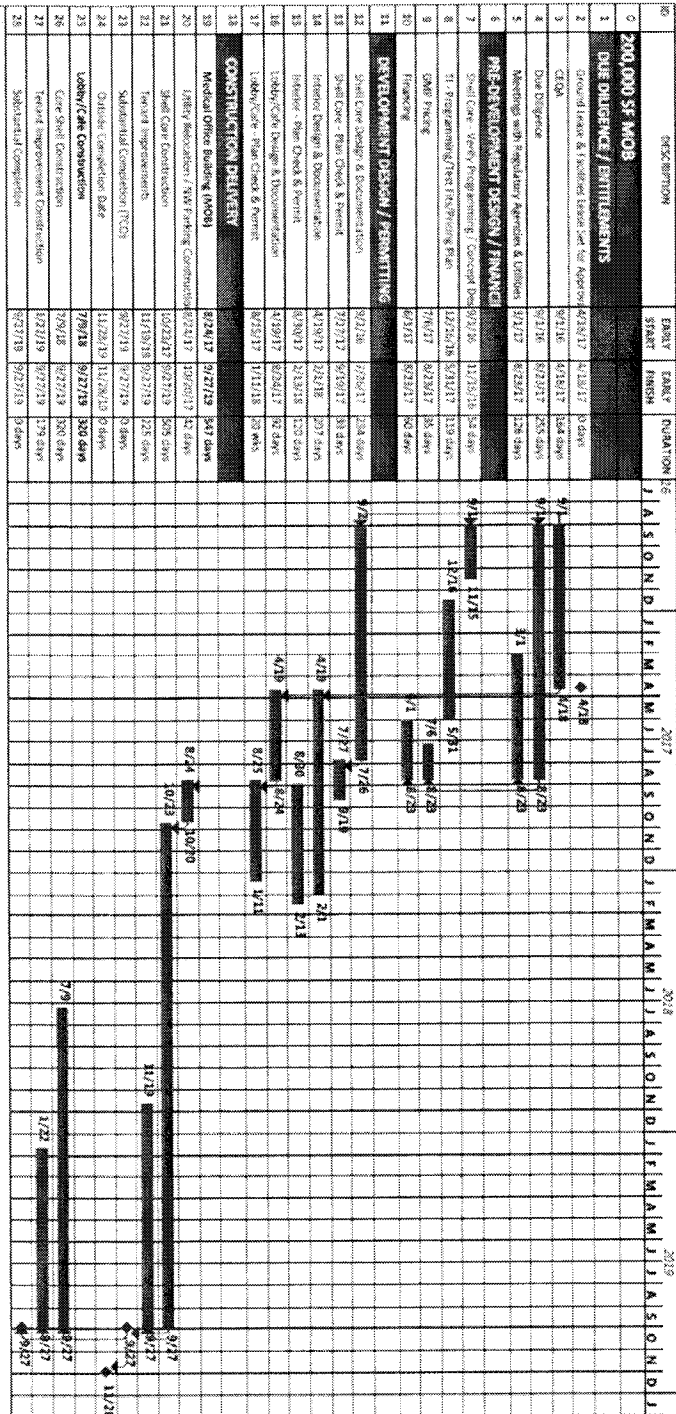


EXHIBIT D



RUHS MEDICAL OFFICE BUILDING
3 STORY - 200,000 SF
3/29/17



EXHIBIT E

FINAL PROJECT SCHEDULE

[TO BE ATTACHED AT A FUTURE DATE]

EXHIBIT F
CUSTODIAL SCOPE OF SERVICES

COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division

ENVIRONMENTAL 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.
 - a. Medical facilities MUST be cleaned daily with hospital approved disinfectant,
 - b. Surgical suites must be cleaned followed by the AORN cleaning regulations.
 - c. Hand Sanitizer must be installed in accordance with the NFPA regulations, making sure not to exceed the maximums per-
 - d. Fire Compartment - space within a building that is enclosed by fire barriers on all sides, including the top and bottom. (NFPA 3.3.43.1)
 - e. Smoke Compartment - space within a building that is enclosed by smoke barriers on all sides including the top and bottom. (NFPA 3.3.43.2)d. Follow the requirements for the California Medical Waste Management Act for proper medical waste segregation and destruction, adherence to waste segregation and destruction documentation
 - f. Follow the HIPAA -Health Insurance Portability and Accountability Act that was passed by Congress in 1996
3. Perform services six or seven days per week (depending on the area); certain areas will require full time services in addition to end of day daily cleaning.
4. 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.
5. **SPECIFIC SERVICES** – Frequency and coverage:
 - A. **Daily:**
 1. Rest Rooms: (Every two hours)

Empty all trash and wipe clean 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: (Continuous 07:00 to 20:00 hrs.)

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

3. Employee Break Rooms/Kitchen: (Three times per day)

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. Elevators, elevator landing, stairwell and stairwell landing, entrances.

5. Clinics

a. Outpatient clinics must be terminally cleaned daily at the end of the services and perform any cleaning requests during the day, including the removal of confidential patient information.

6. Surgical Suites – Locked in employees 06:00 to 22:00 hrs

a. Conduct daily cleaning, in-between case cleaning, end of day terminal cleaning for all surgical suites, following AORN cleaning regulations

b. Floor care is included to end of day cleaning to all surgical suites.

7. Pharmacy – Daily 3x day

a. Employee must be compliant with USP 800 guidelines. Link to training to be provided by pharmacy Director.

b. Pharmacy must be cleaned with disposable cleaning clothes (lint free).

8. 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 (As Needed):

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 (As Needed):

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 (As Needed):

1. All resilient and hard surface floors:

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

EXHIBIT G

ESTOPPEL CERTIFICATE

1. The County of Riverside, on behalf of its Riverside University Health System, as Ground Lessor, for the purpose of leasing land to _____, as Ground Lessee, for the development and maintenance of a medical office building and associated improvements for use by Riverside University Health System entered into a certain Ground Lease Agreement dated _____ ("Ground Lease") in which Ground Lessor leased to Ground Lessee and Ground Lessee leased from Ground Lessor those certain leased premises, a portion of Assessor's Parcel Number 486-280-025, 486-280-026 and 486-280-037, located at 26520 Cactus Ave, Moreno Valley, CA. The Ground Lease, as amended, modified, and supplemented, is referred to in this Certificate as the "Ground Lease".
2. Concurrently with the Ground Lease, the County of Riverside, as Tenant, for the purpose of providing medical office space for use by Riverside University Health System and _____, as Landlord, entered into a certain Facilities Lease Agreement dated _____ ("Facilities Lease") in which Landlord leased to Tenant and Tenant leased from Landlord those certain premises, a portion of Assessor's Parcel Number 486-280-025, 486-280-026 and 486-280-037, located at 26520 Cactus Ave, Moreno Valley, CA. The Facilities Lease, as amended, modified, and supplemented, is referred to in this Certificate as the "Facilities Lease".
3. Collectively the Ground Lease and Facilities Lease will hereinafter be referred to as the "Leases" unless otherwise specified.
4. The Leases have not been amended, modified, nor supplemented, except _____.
5. All rent due under the Ground Lease has been paid for the Term hereof. Tenant has paid Monthly Rent and Additional Rent (the "Rent") through _____. The next payment of Rent under the Facilities Lease is due on _____. The current Monthly Rent is _____. Tenant has not paid Landlord a security deposit.
6. Under the Leases, the term began on _____, and the expiration date of the Lease is _____ subject to Tenant's right to terminate the Ground Lease and Facilities Lease as described in the Section _____ of the Ground Lease and Section _____ of the Facilities Lease.
7. Tenant has the right to early termination of this Lease if it exercises its right to purchase the improvements constructed and installed thereon the premises pursuant to Section 5 of the Facilities Lease.
8. There are no oral or written amendments, modifications, or supplements to the Leases except as previously stated in this Certificate. A true, correct, and complete copy of the Leases, including all amendments, modifications, and supplements, is attached to this Certificate. The

Leases, as amended, modified and supplemented, is in full force and effect and represents the entire agreement between Landlord and Tenant pertaining to the Premises.

9. All space and improvements leased by Tenant have been completed and furnished in accordance with the provisions of the Leases, and Tenant has accepted and taken possession of the Premises except as follows:_____. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full except as follows:_____.

10. Landlord and Tenant are not in default in the performance of any of the terms and provisions of the Leases. 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 Landlord or Tenant.

11. Landlord has not assigned, transferred, or hypothecated the premises or any interest in the premises, except as notified by Landlord to Tenant the following:
_____.

12. Tenant has not assigned, transferred, or hypothecated the Leases or any interest in the Leases or subleased all or part of the Premises except as follows:
_____.

13. There are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the premise, except as follows:_____.

14. There are no setoffs or credits against Rent payable under the Leases. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, 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 Landlord or County.

16. The execution of this Certificate by Landlord and the County does not amend the Leases or waive any of Landlord's or County's rights under the Leases.

17. This Certificate is given to _____ with the understanding that as a lender of the above described premises or assignee of either Landlord or County _____ may rely on it in connection with either the assignment of the above described real property or the premises or the making a loan secured by the above described leasehold interest. Following that assignment or loan, the Parties intend to keep the Leases full force and effect and shall bind and inure to the benefit of _____ and its successor in interest.

TENANT:

Robert Field, Assistant County Executive Officer EDA

EXHIBIT H

WORK LETTER

[SEE ATTACHED EXHIBIT H WORK LETTER]

EXHIBIT H
WORK LETTER AGREEMENT
FOR DEVELOPMENT OF PROPERTY - TERMS AND CONDITIONS
("Work Letter")

This Work Letter is attached to and incorporated into the Facilities Lease and also makes reference to that certain Ground Lease dated concurrently with the Facilities Lease, between the County of Riverside, as Ground Lessor, and Landlord, as Ground Lessee (the "Ground Lease").

1. Definitions. As used in this Work Letter, the Ground Lease and Facilities Lease, the following terms shall have the following meanings:

1.1 "ADA" means the Americans with Disabilities Act of 1990, as amended from time to time.

1.2 "Architect" means the architect for the Project selected by Landlord.

1.3 "Bridge" means a second level enclosed bridge to be constructed as part of the Medical Center Improvements to connect the MOB to the Medical Center (connection at the Medical Center side of the bridge including creating the opening in the Medical Center building and obtaining Office of Statewide Health Planning and Development permits to be performed by Tenant at Tenant's sole cost and expense) in the location as conceptually illustrated on **EXHIBIT H-2** attached hereto. Tenant shall be responsible for all design, permitting, licenses, construction and costs relative to creating the opening in the Medical Center building and connecting the Bridge to the Medical Center hospital building, including satisfying all Office of Statewide Health Planning and Development requirements. Notwithstanding anything to the contrary found in the Ground Lease, Facility Lease or this Work Letter, completion of such connection of the Bridge to the Medical Center hospital shall not be a requirement for Landlord to achieve a Building Ceremonial Event, Substantial Completion, Final Acceptance or Outside Completion Date of the Project.

1.4 "Building Ceremonial Event" means a building progress construction event to be held in the month of December 2018.

1.5 "Commencement of Construction" means the date Landlord executes and delivers to General Contractor the notice authorizing the Commencement of Construction of the Project following the execution of the General Construction Contract after receipt of all required Permits to commence construction.

1.6 "Construction Contracts" means collectively (i) the General Construction Contract and (ii) all other contracts for construction services entered into between Landlord and a Contractor for construction of Improvements comprising the Project or any other portion of the Project not covered by the General Construction Contract.

1.7 "Construction Documents" means the Construction Drawings and Detailed Specifications approved by Landlord, attached as **EXHIBIT H-6** with Tenant's concurrence, for construction of the Project, including technical drawings, schedules, diagrams, plans and

specifications setting forth in detail the requirements for construction of the Project and providing information customarily required for the use of the building trades.

1.8 "Construction Drawings" means Drawings setting forth in detail all of the requirements for the construction of the Project to be attached hereto as **EXHIBIT H-6** upon completion and mutual approval of same by Landlord and Tenant. As used herein, "Drawings" include all graphic and pictorial documents depicting all of the design, location and dimensions of the elements of the Project and include plans, elevations, sections, details, schedules and diagrams for the Project, all of which shall be consistent with the Project Requirements.

1.9 "Contract Documents" means the contract with the Architect, Construction Documents, the Construction Contracts and the other documents identified as Contract Documents in the General Construction Contract.

1.10 "Contractors" means the General Contractor and all subcontractors and material suppliers, the Architect and any surveyors, engineers, project design consultants and any other third party consultants with whom Landlord (or one of Landlord's contractors) contracts for the Project.

1.11 "Design Development Drawings" means drawings that are a consistent development of the Schematic Drawings to be attached hereto as **EXHIBIT H-6** upon completion and mutual approval of same by Landlord and Tenant, which further define and describe all important aspects of the Project and will serve as the basis for the Construction Drawings. The Design Development Drawings shall include the Riverside County Information Technology Department's plans and specifications for installation of cabling and related components.

1.12 "Detailed Specifications" means all written detailed requirements for materials, equipment, construction systems, standards and workmanship for the construction of the Project to be attached hereto as **EXHIBIT H-6** upon completion and mutual approval of same by Landlord and Tenant.

1.13 "Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes relating to the regulation or protection of human health, safety, the environment, and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), and any similar or comparable state or local laws, including, without limitation, the California Hazardous Substance Account Act (California Health & Safety Code §§ 25300 et seq.), as such federal, state, and local laws exist as of the Effective Date and as amended in the future.

1.14 "Final Acceptance" means the Tenant's written approval (not to be unreasonably withheld or delay) that each of the following items shall have occurred with respect to the Project:

1.14.1 The County of Riverside, through its Economic Development Agency, has issued a certificate of occupancy (or its substantial equivalent) for the Project permitting Tenant to occupy and use the Project for its intended purposes as described in the Facilities Lease; provided, however, if the delay in the issuance of the final certificate of occupancy is attributable to the Tenant then this condition shall be deemed satisfied;

1.14.2 The General Contractor shall have issued its "Affidavit of Payment of Debts and Claims" and "Contractor's Affidavit of Release of Liens" (AIA Forms 706 and 706A) together with final waivers and releases of lien in form satisfactory to Landlord from Contractors and all major subcontractors who have performed work on site;

1.14.3 All Punch List items shall have been completed;

1.14.4 The period for filing construction liens has expired and none have been filed or releases or discharges of construction liens in form and substance reasonably satisfactory to Tenant have been obtained by Landlord from all Contractors in accordance with all Construction Contracts and from such laborers, contractors and subcontractors performing material work on site (i.e., for work cost in excess of \$50,000.00) as Tenant may reasonably require or Landlord shall have provided reasonably acceptable bonding for any such liens filed which Landlord intends to contest;

1.14.5 Architect shall have issued its "Certificate of Final Completion" and Tenant shall have received the certificate of any other architect or engineer requested by Tenant;

1.14.6 General Contractor shall have issued a certificate that (1) the Project has been finally completed in substantial accordance with the Contract Documents, and (2) no Hazardous Substances as defined in said certificate were incorporated into the structure of the Project;

1.14.7 Landlord shall have delivered to Tenant a written report showing the allocation of actual Total Project Costs among the TI Allowance category and the Lobby/Café/Courtyard Allowance category of the Project Budget and the remaining specified dollar amount of any remaining allocated funds;

1.14.8 Landlord shall have received and delivered to Tenant an endorsement to its Title Policy dated as of and issued on the date of Final Acceptance, which shall show that (1) no liens for labor or materials, whether or not of record, which may have arisen in connection with the construction of the Project exist, and (2) show no additional exceptions to the Title Policy other than those approved by or arising through Tenant;

1.14.9 Landlord shall have delivered to Tenant its affidavit that the Construction Contracts for the Project required the contractors under those contracts and their subcontractors to pay the prevailing wage as required by this Work Letter;

1.14.10 Landlord shall have submitted the initial applications, supporting documents and other materials needed to obtain LEED Silver certification; and

1.14.11 Landlord shall have completed its obligations associated with the development of the Project and delivered all matters as to which Landlord was obligated to deliver at Final Acceptance.

1.14.12 "Final Project Budget" means the project budget established after completion of project design and the completion of bidding the project design by the Landlord, as will be set forth in **EXHIBIT H-4** once finalized.

1.14.13 "Final Project Schedule" means the project schedule established after completion of the project design and completion of bidding the project design by the Landlord, as will be set forth in **EXHIBIT E** once finalized.

1.14.14 "Final Rent Schedule" means the monthly rent based upon the Final Project Budget submitted to County, as will be set forth in **EXHIBIT H-5** once finalized.

1.14.15 "Final Drawings and Specifications" is the scope of work of the Project as will be set forth in **EXHIBIT H-6** once finalized.

Notwithstanding anything to the contrary contained in this Section 1.14, "Final Acceptance" shall not require, nor be delayed by, completion or connection of the Bridge or completion or connection of the Lobby/Café and Courtyard Improvements and to the extent any of the requirements of Sections 1.14.1 through 1.14.11 cannot be satisfied by reason of any delay in completion of the connection of the Bridge to the Medical Center hospital or the completion or connection of the Lobby/Café and Courtyard to the Medical Center hospital, such items shall be deemed satisfied for purposes of establishing Final Acceptance.

1.15 "Force Majeure Delays" means any delay in the performance by Landlord or the General Contractor of its obligations with respect to construction of the Project caused by strikes, lock-outs, governmental moratorium or other governmental or quasi-governmental agency or utility provider action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations or providing sign off on work), acts of God, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including rain, flood or other natural disaster or casualty, unavoidable casualties, governmental embargo restrictions, subsurface and environmental conditions not reasonably identified by Landlord prior to the date of this Work Letter in the exercise of its commercially reasonable due diligence, or other causes beyond the reasonable control of Landlord or the General Contractor, which, after the exercise of due diligence to mitigate the effects thereof, delay construction of the Project. Force Majeure Delays are not delays resulting from (a) Landlord's or the General Contractor's failure to comply with the terms and provisions of the Facilities Lease, this Work Letter or the General Construction Contract, (b) increased prices, or (c) unavailability of funds. Force Majeure Delays will entitle Landlord and the General Contractor to an extension of Outside Completion Date, but will in no way entitle Landlord to additional compensation unless proven to be attributable to negligent acts or omissions of the Tenant (other than any increase to Total Project Costs resulting from any such Force Majeure Delays).

1.16 "General Construction Contract" means the agreement between Landlord and the General Contractor for construction of the Project.

1.17 "General Contractor" means the general contractor for the Project selected by Landlord.

1.18 "Guaranteed Maximum Construction Price," or "GMP," means the maximum cost for construction for the Project, as guaranteed by the General Contractor pursuant to the terms of the General Construction Contract. The Guaranteed Maximum Construction Price is paid by Landlord. Tenant is not responsible for the payment of the Guaranteed Maximum Construction Price.

1.19 "Hazardous Substances" means any material, waste, substance, industrial waste, toxic waste, chemical contaminant, petroleum, asbestos, polychlorinated biphenyls, radioactive materials or other substances regulated or classified by Environmental Laws as hazardous, toxic or lethal to persons or property.

1.20 "Improvements" means collectively, the MOB Improvements and the Medical Center Improvements consisting of any buildings, structures, on-site (i.e., on the Leased Premises) and off-site (i.e., elsewhere within the Medical Center Property or outside of the Medical Center Property) improvements constructed and installed by Landlord or its contractors necessary to complete the Project, including, without limitation, the MOB, the Bridge, the Lobby/Café building and Courtyard, and all parking, curb cuts, driveways, drive aisles, parking areas, sidewalks, walls, fences and gates, if any, parking area and other exterior lighting, landscaping and landscaping equipment and all utility lines and equipment including transformers, water, gas, electrical, sewer and other utility meters.

1.21 "Laws" means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, Tenant, municipal or other governmental agency or authority having jurisdiction over the parties or the Premises, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities) and all rules, laws and regulations issued thereunder, as the same may be amended from time to time.

1.22 "Leased Premises" means the portion of the Medical Center Property more particularly described in the Ground Lease, which is ground leased by the County of Riverside to Landlord pursuant to the Ground Lease and upon which the MOB and other on-site MOB Improvements are to be constructed, subject to reduction of the area and redefinition of the Leased Premises as provided in Section 2.1 of the Ground Lease.

1.23 "Lobby/Café and Courtyard" means an approximately 8,000 square foot building with related interior tenant improvements and adjacent courtyard exterior improvements to be constructed by Landlord at the entrance to the hospital as part of the Medical Center Improvements (all design and costs relative to all furniture, fixtures and equipment for the Lobby/Café and Courtyard and connection of the Lobby/Café and Courtyard to the hospital building including creating the opening in the Medical Center building and obtaining and satisfying all Office of Statewide Health Planning and Development requirements and permits is

to be performed by Tenant at Tenant's sole cost and expense). The area and general configuration of the Lobby/Café and Courtyard is shown on **EXHIBIT H-2** attached hereto. Notwithstanding anything to the contrary found in the Ground Lease, Facility Lease or this Work Letter, Landlord's completion of the Lobby/Café and Courtyard (including interior tenant improvements) shall not be a requirement for Landlord to achieve the Building Ceremonial Event, Substantial Completion, Final Acceptance or Outside Completion Date of the Project.

1.24 "Lobby/Café and Courtyard Allowance" means an allowance in the amount of \$6,400,000 to be provided by Landlord to Tenant to be used to pay for all costs to complete the Lobby/Café and Courtyard improvements (including interior tenant improvements). All costs shall include but not be limited to design, engineering, plan check, permit, construction, financing and a 4% construction management fee to Landlord.

1.25 "Medical Center Improvements" means all Improvements to be constructed by Landlord as part of the Project on any Medical Center Property or off-site, but in any case not situated on the land underlying the footprint of the MOB which will be the Leased Premises after reduction of the area of the Leased Premises as provided in Section 2.1 of the Ground Lease. The Medical Center Improvements include, without limitation, the Lobby/Café and Courtyard, the Bridge, all driveways, drive aisles, curb cuts, sidewalks, parking areas, the northwest parking lot, landscaping and other Improvements to be situated upon any Medical Center Property (outside of the land underlying the footprint of the MOB) or offsite, other than such Improvements which are required to render the MOB itself functional such as utility lines, equipment and connections from utility providers to the MOB.

1.26 "Medical Center Property" means all real property owned by Tenant as part of the Riverside University Health System Medical Center, exclusive of the Leased Premises, including without limitation, all areas of the Medical Center as shown in **EXHIBIT B**.

1.27 "MOB" means the approximately 200,000 square foot medical office building to be constructed upon the Leased Premises.

1.28 "MOB Improvements" means the MOB and all other Improvements to be constructed upon the Leased Premises by Landlord or which are required to make the MOB functional (i.e., inclusive of utility lines, equipment and connections from utility providers to the MOB, but exclusive of parking, sidewalks, landscaping and other Improvements to be made within the Medical Center Property but outside of the land underlying the footprint of the MOB which are required for the use and occupancy of the MOB but not to render the MOB itself functional).

1.29 "Outside Completion Date" means the date Landlord is required to achieve Substantial Completion of the Project as to be set forth in the Final Project Schedule upon completion and mutual approval of same by Landlord and Tenant. The Parties acknowledge that the Outside Completion Date includes a sixty (60) day contingency period or extension period from the estimated date of Substantial Completion as set forth in the Final Project Schedule to be set forth in **EXHIBIT E**, upon completion and mutual approval of same by Landlord and Tenant. Notwithstanding anything to the contrary contained in the Ground Lease, the Facility Lease or this Work Letter, the Outside Completion Date shall not include the completion of the

connection of the Bridge to the Medical Center hospital, the completion of the Lobby/Café and Courtyard or the connection of the Lobby/Café building to the Medical Center hospital. To deliver the Project by the Outside Completion Date, Landlord must achieve Substantial Completion of the Project as defined in this **EXHIBIT H**.

1.30 "Permits" means all land use approvals, permits and approvals required for construction of the Project, including without limitation, the elevator permit, and shall expressly exclude all approvals and permits related to Tenant's use and occupancy of the Premises including without limitation Office of Statewide Health Planning and Development approvals required to connect the Bridge and the Lobby/Café and Courtyard to the Medical Center hospital.

1.31 "Preliminary Plans" means collectively preliminary site plans for the Project showing the MOB and all related MOB Improvements, the Bridge, the Lobby/Café and Courtyard and all other Medical Center Improvements and offsite improvements; floor plans for the MOB; Elevations for the MOB, the Lobby/Café and Courtyard Improvements and the Bridge; outline specifications for the MOB Improvements, the Lobby/Café and Courtyard Improvements, the Bridge and all other Medical Center Improvements, to be attached hereto as **EXHIBIT H-2** upon completion and mutual approval of same by Landlord and Tenant.

1.32 "Preliminary Project Budget" means the agreed upon initial budget based upon the estimated Project Costs for development of the Project which includes the TI Allowance in the amount of \$30,000,000.00 and the Lobby/Café and Courtyard Allowance in the amount of \$6,400,000.00, calculated based on the estimated costs for the 200,000 square foot MOB, other MOB Improvements and the estimated costs to complete the Tenant Improvements and the Lobby/Café and Courtyard, Bridge and other Medical Center Improvements, as set forth in **EXHIBIT H-1** attached hereto and by this reference incorporated herein.

1.33 "Preliminary Project Schedule" means the agreed upon initial schedule for development and construction of the Project to be completed by Landlord, as set forth in **EXHIBIT D**, and will be replaced by the Final Project Schedule to be set forth in **EXHIBIT E** upon completion and mutual approval of same by Landlord and Tenant; provided, however, that in no event shall the Final Project Schedule provide for Substantial Completion of the Project to occur later than the Outside Completion Date.

1.34 "Preliminary Rent Schedule" means the agreed upon initial schedule of monthly rent payments to be paid by Tenant to Landlord pursuant to the terms of the Facilities Lease as set forth in Exhibit C to the Facilities Lease.

1.35 "Premises" means the Leased Premises, the MOB and all other MOB Improvements constructed upon the Leased Premises. Upon Final Acceptance of the Project by Tenant, all areas of the Medical Center property outside of the MOB and the Leased Premises situated thereunder (as reduced to such area pursuant to Section 2.1 of the Ground Lease) shall no longer constitute part of the Premises for purposes of this Facilities Lease and Tenant's rights to use of the areas outside the MOB and the Leased Premises situated thereunder, shall be pursuant to the non-exclusive access and easement granted to Landlord as Ground Lessee under the Ground Lease and granted to Tenant under this Facilities Lease, or as Tenant may have by

virtue of its fee ownership of such areas outside of this Lease, but subject to the terms of this Lease.

1.36 "Project" means the development and construction of the MOB Improvements, completion of the Tenant Improvements within the MOB and completion of all Medical Center Improvements, including but not limited to, the design, permitting and construction of all such elements of the Project, including demolition of any existing improvements on the Premises within the areas conceptually illustrated on the Site Plan attached as **EXHIBIT H-2** and by this reference incorporated herein, all design and other professional services, and all labor, materials and equipment used or incorporated in such design and construction of the MOB Improvements and the Medical Center Improvements, installation and construction of any utility facilities and services to provide water, telecommunications conduit, electric power, natural gas and sewer necessary to serve the Improvements, and any real property rights granted associated with the development and completion of the Project, including but not limited to the Ground Lease and the Facilities Lease. The Project shall be consistent with or reasonably inferable from the approved Project Requirements as being necessary to produce the intended results.

1.37 "Project Area" means the area of the Medical Center Property which is to be improved by Landlord as the Project (i.e., with the MOB Improvements and the Medical Center Improvements) pursuant to this Work Letter as shown on the Site Plan attached hereto as **Exhibit H-2**.

1.38 "Project Contingency" means a contingency or reserve line item in the Preliminary Project Budget and Final Project Budget for unknown Project Costs.

1.39 "Project Costs" means all costs for the completion of the development, design, permitting, financing and construction of the Project, including, without limitation, all MOB Improvements and all Medical Center Improvements, including all demolition costs, all site work and offsite work, including utility relocation and installation and connection of utility lines and equipment (including transformers, meters and the like) as required to serve the Project, all roadway improvements (if any), sidewalks, drive aisles, parking areas, curbing, exterior lighting and landscaping and related equipment, all application, plan check, permit and impact fees, the MOB itself, including all HVAC, electrical and other building systems, including but not limited to conduit rough in for data, telephone, all costs of the Tenant Improvements (subject to the TI Allowance), including HVAC thermostats, operating controls, all costs of the Lobby/Café and Courtyard Improvements (subject to the Lobby/Café and Courtyard Allowance and excluding costs for furniture fixtures and equipment for the Lobby/Café and Courtyard Improvements and costs related to connecting the Lobby/Café and Courtyard Improvements to the Medical Center hospital as provided herein, all of which are to be performed and paid by Tenant directly), all costs for the Bridge (excluding costs related to connecting the Bridge to the Medical Center hospital as provided herein, all of which are to be performed and paid by Tenant directly), all costs of architectural services provided by the Architect, all other professional design and other services provided by Contractors or other professionals engaged by Landlord or the General Contractor, costs of reproductions of plans, specification, reports, manuals and similar materials, all amounts paid to General Contractor under the General Construction Contract including all labor, material, and equipment used or incorporated in such design and construction, all amounts paid to other Contractors and subcontractors, if any, under any other Construction Contract or

subcontract entered into by Landlord upon the written approval of Landlord, including all labor, material, equipment used or incorporated in such design and construction, services provided by engineers, environmental consultants, surveyors and other professionals and consultants retained by Landlord in connection with the Project, reasonable travel costs incurred by Landlord in connection with the performance of its services under this Work Letter, including, but not limited to reasonable mileage charges, meals and lodging, Landlord's overhead allowance, Landlord's fees (including Landlord's development fees and any performance fee, if any), commissions, and reimbursement to Landlord for advancing certain Project Costs, insurance costs including insurance premiums and deductibles, applicable state and local retail sales taxes, financing fees, costs and interest, but specifically excluding furniture, furnishings, fixtures, equipment, art, signage, way finding, RCIT, audio and visual equipment, security, cabling, any and all licenses related to Tenant's use and finish connections of the Lobby/Café and the Bridge to the Medical Center (i.e., the hospital) requiring Office of Statewide Health Planning and Development approvals. The TI Allowance and the Lobby/Café and Courtyard Allowance amounts shall be used to pay for all costs associated with and including, but not limited to, design, plan check, permit, construction, financing and a development fee to Landlord in the amount of 4% for the Tenant Improvements and the Lobby/Café and Courtyard Improvements.

1.40 "Project Requirements" means the Preliminary Plans, Requirements of Law related to development and completion of the Project and any other requirements for the Project specifically agreed to by Tenant and Landlord, but expressly excluding Requirements of Law related to Tenant's use and occupancy of the Premises including without limitation Office of Statewide Health Planning and Development Requirements of Law.

1.41 "Punch List" means a list of items required to be completed prior to Final Acceptance that are minor items which do not affect Tenant or any other lessee's ability to use the Premises for the intended uses.

1.42 "Requirements of Law" means all requirements relating to land and building construction (including those specifically applicable to Tenant's contemplated use of the Premises), including, without limitation, planning, zoning, subdivision, environmental, air quality, flood hazard, fire safety, accessibility, and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with all the foregoing and other applicable statutes, rules, orders, regulations, laws, ordinances, and covenants, conditions and restrictions, which now apply to and/or affect the design, construction, existence, intended use, operation and/or occupancy of the Premises; provided, however, in all events, Landlord shall only be responsible for compliance with Requirements of Law relative to the design and construction of the Premises, and Tenant shall be responsible for compliance with Requirements of Law pertaining to Tenant's use, operation and/or occupancy of the Premises including, without limitation, all Office of Statewide Health Planning and Development Requirements of Law.

1.43 "Schedule of Performance" means the Final Project Schedule as to be set forth in **EXHIBIT E** upon completion and mutual approval of same by Landlord and Tenant.

1.44 "Schematic Drawings" means drawings establishing the general scope, conceptual design, design intent and scale and relationship among the components of the Project, to be

attached hereto as **EXHIBIT H-6** upon completion and mutual approval of same by Landlord and Tenant.

1.45 “Substantial Completion” or “substantially complete” shall mean that each of the following events shall have occurred with respect to the Project:

1.45.1 Landlord shall have notified Tenant in writing when the Project is Substantially Complete in substantial accordance with the Contract Documents, subject only to the completion of normal Punch List items and activities required for Silver LEED certification (or as otherwise agreed by Tenant);

1.45.2 Architect shall have issued its “Certificate of Substantial Completion” (AIA Document G704) stating that the work under the General Construction Contract is sufficiently complete in substantial accordance with the Contract Documents;

1.45.3 (i) The County of Riverside, through its Economic Development Agency, has issued a final or temporary certificate of occupancy or other approval (such as final sign-off by the applicable building inspector(s)) sufficient for occupancy of the Premises), and (ii) the County of Riverside Environmental Health Department approval of the Lobby/Café and Courtyard Improvements.

1.45.4 Landlord has obtained the Fire and Life Safety permit(s) from the City of Moreno Valley’s Fire Department or County of Riverside Fire Department who has also issued its approval for occupancy such that Tenant is permitted to and could, pursuant to such issued Fire and Life Safety permit(s) and certificate of occupancy or comparable approval, physically occupy the Premises.

1.45.5 The State of California shall have issued to Landlord a right to use elevator permit(s) or authorization for the Project;

1.45.6 The General Contractor shall have executed a “Certificate of Substantial Completion” in a form satisfactory to Landlord;

1.45.7 Access to the Premises has undergone inspection by a “Certified Access Specialist” and has been determined pursuant to such inspection to meet all applicable construction-related accessibility standards under California Civil Code Section 55.53;

1.45.8 Tenant shall have accepted the Project as Substantially Complete (which acceptance shall not be unreasonably withheld, conditioned or delayed and will presumptively be granted if items 1.45.1 through 1.45.6 have been satisfied), subject to completion of the Punch List items agreed upon by Tenant; and

1.45.9 Landlord shall have caused a Notice of Completion under California Civil Code Section 3093 to be recorded; and

1.45.10 The Project has been constructed in substantial accordance with the Contract Documents and: (a) all elements required for the functioning of the Project are operational and in good working order and condition including satisfying applicable ADA

building requirements, as well as regulations adopted thereunder; (b) all facilities are weather tight and waterproof; (c) the fire and life safety systems within the Project are operational and in good working order and condition; (d) any facilities elevators operate and function in good working order and condition, but may still require minor touch up installation and cleaning; (e) the mechanical and electrical systems, including but not limited to the HVAC system, have been individually tested and verified that they are in good working order and able to support the intended uses of the Project by the Tenant, and have been tested to assure that the Project systems operate on an integrated basis; (f) the finish work has been substantially completed, including, but not limited to public lobby, elevator, HVAC, plumbing, fire and life safety, sprinkler and electrical systems, doors, partitions, cabinetry, carpet and base, including removal of all construction debris; and (g) all roadway improvements, site utilities, sidewalks and landscaping have been substantially completed and construction barricades and equipment have been removed, except in each case minor Punch List items which do not materially affect use and occupancy of the Project for its intended use by Tenant.

Notwithstanding anything to the contrary contained in the Ground Lease, the Facility Lease or this Work Letter, Substantial Completion of the Project shall not include the completion of the connection of the Bridge to the Medical Center hospital or the completion or connection of the Lobby/Café and Courtyard to the Medical Center hospital and to the extent any of the requirements of Sections 1.45.1 through 1.45.10 cannot be satisfied by reason of any delay in completion of the connection of the Bridge to the Medical Center hospital or the completion or connection of the Lobby/Café and Courtyard to the Medical Center hospital, such items shall be deemed satisfied for purposes of establishing Substantial Completion.

1.46 "Tenant-Caused Delay" means any period of delay in the overall progress of design, construction, and completion of the Project that is caused by Tenant-initiated change orders to the General Construction Contract, Tenant-initiated changes to the Construction Documents, or by Tenant's failure to approve, disapprove, decide, or otherwise respond to, Landlord with respect to a particular item for which Tenant's response is required hereunder or under the General Construction Contract, or due to Tenant's failure to deliver plans, information, specifications, or other information within the time frames required under this Work Letter or arising out of any interference or other acts or omissions of Tenant or any acts or omissions of any other tenant, subtenant, licensee or other occupant of the Medical Center Campus or any portion thereof. However, a Tenant Caused Delay shall not include: (i) delay to the extent caused by Landlord's failure to provide, within the time frames allowed hereunder, architect's certifications, progress completion certifications, copies of change orders and supporting documentation, shop drawings, schedules, costs, invoices, job progress reports, or other documents or information which Tenant is entitled to receive hereunder or which is reasonably requested by Tenant in connection with any such decision or response, or (ii) delay to the extent caused by the existence of reasonable cause to suspect that construction of the Project or any other services provided by Landlord hereunder have not been performed in substantial accordance with Construction Documents and other requirements hereunder, in which case Tenant-Caused Delay shall not include the amount of additional time reasonably needed by Tenant to determine whether such construction or other services conform to all requirements hereunder.

1.47 "Tenant Improvements" shall mean those improvements to be constructed by Landlord in the interior of the MOB to construct the various floor plan configurations per the mutually approved plans for the MOB, the initial conceptual configurations for which are as depicted in the Preliminary Plans attached hereto as **Exhibit H-3**.

1.48 "TI Allowance" means an allowance to be provided by Landlord to Tenant in the amount of \$30,000,000.00 to be used to pay for all costs to complete the Tenant Improvements. All costs shall include but not be limited to design, engineering, plan check, permit, construction, financing and a 4% construction management fee to Landlord.

1.49 "Title Policies" shall mean any leasehold policy of title insurance issued to Landlord upon its acquisition of a leasehold interest in the Leased Premises pursuant to the Ground Lease or closing of the financing for the Project, and any lender's policy of title insurance issued to Landlord's Lender upon the recording of the leasehold mortgage or deed of trust upon the Leased Premises in favor of the Lender.

1.50 "Total Project Costs" shall mean the total final Project Costs set forth in the Final Project Budget as approved by Tenant pursuant to Section 5 below, subject to the TI Allowance (costs for Tenant Improvements in excess of the TI Allowance are Tenant's responsibility), the Lobby/Café and Courtyard Allowance (costs for Lobby/Café and Courtyard in excess of the Lobby/Café and Courtyard Allowance are Tenant's responsibility), and subject to Tenant change orders.

1.51 "Warranty Period" means the various warranty periods as defined in each systems warranty provided for the Project.

2. Duty to Construct. Beginning with Commencement of Construction, Landlord, at its sole expense, shall construct, or cause to be constructed, upon the Premises, the Project, including all buildings, parking facilities, roadways, landscaping, walkways, and utility improvements in accordance with all the terms and conditions of the Facilities Lease and the parties' agreed upon design, plans and specifications of the Project. Construction of the Project shall commence at such time as (i) the General Construction Contract, Landlord financing for the Project, the Final Project Schedule, Final Rent Schedule and the Final Project Budget are finalized and complete, (ii) Tenant approves the Final Project Budget, the Final Project Schedule, Final Rent Schedule and the Monthly Rent as provided in Section 5 below and authorizes Landlord to commence with construction (thereby waiving Tenant's right to terminate the Lease prior to the Commencement of Construction), and (iii) Landlord has obtained the required approvals from all governmental and regulatory agencies, including the required Permits to commence construction. In order to assure timely communications between Landlord and Tenant during the construction process, any notice from Landlord to Tenant requiring or permitting a response by Tenant, shall specify the outside date by which Tenant's response must be received to be effective, which response date shall not be less than five (5) business days. Should the Tenant need additional time to adequately respond to such notice, then Tenant shall inform Landlord of the need for additional time within such five (5) business day period. Landlord shall use commercially diligent efforts to complete the Building Ceremonial Event in the month of December 2018 and to achieve Substantial Completion of the Project by the date set forth in the Final Project Schedule. No less than twenty (20) days before Commencement of Construction of the Project, Landlord shall give

Tenant written notice thereof so that Tenant can post a Notice of Non-Responsibility. The Parties shall work cooperatively to define and establish the Building Ceremonial Event to commemorate the progress of the Project.

3. Diligent Efforts; Relationship of the Parties. Landlord accepts the relationship of trust and confidence established with Tenant by the Facilities Lease and this Work Letter and agrees that in providing the services set forth in this Work Letter, Landlord shall use its diligent efforts and shall furnish its best skill and judgment and shall cooperate with, coordinate, manage, direct and oversee, the General Contractor, Architect, all other Contractors, all other engineers, design consultants, managers and other persons retained in connection with the design, permitting, development and construction of the Project so as to cause Substantial Completion of the Project in an expeditious and economic manner consistent with the best interests of Tenant, and otherwise in a good and workmanlike manner and in substantial accordance with the Contract Documents, on or before Outside Completion Date, free and clear of all liens. Landlord shall perform its services in accordance with the terms of the Facilities Lease and this Work Letter. Landlord will use diligent efforts to ensure that the Building Ceremonial Event takes place in December of 2018. The Parties shall work cooperatively to define and establish the event to commemorate the progress of the Project.

4. Landlord's Due Diligence Contingency. Notwithstanding anything to the contrary in the Ground Lease and the Facilities Lease, the Parties agree and understand that the construction of the Project as outlined in the Ground Lease and Facilities Lease is subject to Ground Lessee, as it relates to the Ground Lease, and Landlord, as it relates to the Facilities Lease, satisfying itself, in its sole and absolute discretion, on or before the date Landlord and Tenant mutually approve the Final Drawings and Specifications, the Final Project Budget, the Final Rent Schedule and the Final Project Schedule, as to all due diligence related to the Leased Premises and the Project, including but not limited to title, environmental and physical conditions of the Leased Premises and balance of the Project, availability of all required entitlements, CEQA approvals and Permits and ability to obtain financing for the Project adequate to pay for all Project Costs and under terms and conditions satisfactory to Ground Lessee/Landlord, in its sole and absolute discretion. The Parties agree and understand that financing for the Project shall be provided by Landlord and third party debt source(s) and that the Tenant shall not be responsible for any financing of the Project. In addition, Landlord agrees and understands that in no event shall Tenant be a guarantor or signatory, in connection with any financing for the Project. If on or before the date Landlord and Tenant mutually approve the Final Drawings and Specifications, the Final Project Budget, the Final Rent Schedule and the Final Project Schedule, Landlord, in its sole and absolute discretion, disapproves any of such contingencies in this Paragraph 4 and Landlord notifies Tenant of its election to terminate the Ground Lease and the Facilities Lease, then Tenant shall reimburse Landlord for all Reimbursable Costs as provided in the Ground Lease and the Facilities Lease; provided that prior to exercising its right to terminate the Ground Lease and the Facilities Lease, Ground Lessee shall meet and confer with Ground Lessor within fourteen (14) business days after Ground Lessee notifies Ground Lessor of unsatisfactory terms or conditions and will proceed in good faith to negotiate a resolution. In the event that no resolution can be made to address the unsatisfactory terms or conditions associated with the contingencies described herein this Section 4 within thirty (30) business days after the Parties meeting and Ground Lessee still elects to terminate the Ground Lease and Facilities Lease, in its

sole and absolute discretion, then in such event the development fee due to Landlord provided in Section 12.1 of the Ground Lease shall be reduced to \$500,000.

5. Preliminary Project Budget. A Preliminary Project Budget shall be established which shall set forth a detailed itemization and category of all estimated Project Costs, including a five percent (5%) contingency computed on the Total Project Costs (whereby such computed contingency amount excludes the TI Allowance and Lobby/Café and Courtyard Allowance), such contingency is defined as the "Project Contingency". The Preliminary Project Budget shall include a line item entitled "Tenant Improvements" and a line item entitled "TI Allowance" which shall include the cost of the tenant improvements to be constructed by Landlord in the interior of the MOB and the allowance or credit to Tenant of \$30,000,000 (defined as the "TI Allowance") to be applied to the cost of Tenant Improvements. The Preliminary Project Budget shall have separate line items entitled "Lobby/Café" and "Courtyard" which will set forth the budgets for all costs for these improvements and the allowance or credit to Tenant of \$6,400,000 to be applied to the cost of the Lobby/Café and Courtyard (defined as the "Lobby/Café and Courtyard Allowance"). In addition, the Preliminary Project Budget shall have a line item entitled "Off Site Improvements" which shall set forth the total costs of Off Site Improvements. The Preliminary Project Budget once approved by Landlord and Tenant as provided in Section 5.3 below shall be attached hereto as **EXHIBIT H-1**. The Preliminary Rent Schedule for the MOB based upon the Preliminary Project Budget shall be attached as **EXHIBIT C** to the Facilities Lease. After completion of the design, Landlord shall provide the Final Drawings and Specifications, Final Project Budget, the Final Rent Schedule, and the Final Project Schedule as set forth in Section 5.3.

5.1 Project Contingency. Landlord shall be fully entitled to draw upon the Project Contingency line item of the Project Budget and use the Project Contingency in its entirety, if necessary to pay Project Costs. Tenant shall not be responsible for any financing for the Project nor shall Tenant be a guarantor or signatory in connection with any financing for the Project. Except as set forth below related to the allowances, if upon completion of the Project a surplus of funds exists in the Project Budget or Project Contingency and/or there are any savings based on actual costs of the Project, Landlord shall be entitled to such surplus and/or savings and such surplus and/or savings shall be disbursed to Landlord as a performance fee due to the complexity of the Project including the Medical Center Improvement and Office of Statewide Health Planning and Development components of the Project.

5.2 Use of Project Contingency. The amounts set forth in the various line items of the Final Project Budget are estimates only of Project Costs to be incurred. Throughout the timeline of the Final Project and the course of construction, to the extent the Actual Project Costs in any line item of the Project Budget exceed the amount shown for such line item, Landlord shall first allocate amounts in other line items, in which the known Actual Project Costs shall have been less than the amount in the Project Budget, to the line item in which the excess Actual Project Cost(s) has occurred. Following the allocation by Landlord as set forth in the preceding sentence with respect to all line items, except Contingency, Landlord shall be fully entitled to draw upon the Contingency line item of the Final Project Budget and use the Project Contingency in its entirety, if necessary to pay the Actual Project Costs and any line item cost overruns.

5.3 Final Project Budget. A Preliminary Project Budget including a Preliminary Project Schedule is attached hereto as **Exhibit H-1** and Exhibit D to the Facilities Lease. Prior to the closing of Landlord's Mortgage for the Project, disbursement of any funds from such Mortgage by Landlord's Mortgagee and commencement of any construction, a Final Project Budget shall be established by Landlord and Tenant which shall set forth a detailed itemization and category of all estimated Project Costs including any revised Tenant Improvements, Lobby/Café, and Courtyard costs after completion of design for these Project components. In addition the, Final Project Budget shall include a five (5%) contingency computed on the total Final Project Budget excluding the TI Allowance and the Lobby/Café and Courtyard Allowance (as such 5% contingency for the allowances are imbedded within the allowances). The Parties shall collaborate with each other to arrive at a mutually acceptable final design for the Tenant Improvements and all Medical Center Improvements, including the Lobby/Café and Courtyard improvements. Landlord shall obtain a mutually acceptable GMP from the Contractor, based upon the mutually acceptable final design, to complete all such work, at which time Landlord shall present to Tenant for Tenant's review and approval the Final Drawings and Specifications to be set forth in **EXHIBIT H-6**, the Final Project Budget to be set forth in **EXHIBIT H-4**, the Final Rent Schedule to be set forth in **EXHIBIT H-5** and the Final Project Schedule to be set forth in **EXHIBIT E**. Upon mutual approval by Landlord and Tenant of the Final Drawings and Specifications, the Final Project Budget, Final Rent Schedule and the Final Project Schedule, the Final Project Budget, Final Rent Schedule and Final Project Schedule shall supersede the previous Preliminary Drawings and Specifications, Preliminary Project Budget, Preliminary Rent Schedule and Preliminary Project Schedule and shall be attached hereto once mutually approved by Landlord and Tenant. Upon mutual approval of the Final Drawings and Specifications, Final Project Budget, Final Rent Schedule and Final Project Schedule, which shall also include the Tenant Improvements and Lobby/Café and Courtyard Improvements, Landlord and Tenant shall waive in writing all termination rights under the Ground Lease and the Facilities Lease relative to mutual approval of the Final Drawings and Specifications, Final Project Budget, Final Rent Schedule and Final Project Schedule and thereupon Landlord shall use good faith efforts to promptly close the Mortgage with Landlord's Mortgagee and to proceed to commence and complete the Project as set forth in Section 2 above, and Landlord and Tenant hereby waive their termination rights under the Ground Lease and Facilities Lease effective at such time except the rights of Tenant to terminate early pursuant to Section 5 of the Facilities Lease.

5.4 Final Acceptance. Upon Final Acceptance, Landlord shall provide Tenant with an accounting of the actual final costs of the Tenant Improvements and the Lobby/Café and Courtyard Improvements. Landlord shall then reconcile the TI Allowance and Lobby/Café and Courtyard Allowance amounts as applied to the actual costs of the Tenant Improvements and the Lobby/Café and Courtyard Improvements, respectively, and if such reconciliation discloses any surplus(es), such surplus(es) shall be credited in favor of Tenant for application against Rent due under the Facilities Lease until such surplus amounts have been exhausted. If the costs for either the Tenant Improvements or the Lobby/Café and Courtyard Improvements exceed the amounts of the Tenant Improvement Allowance or the Lobby/Café and Courtyard Allowance, respectively, such excess amount shall be paid by Tenant to Landlord within forty five (45) days of Landlord's written demand, or Tenant may request that Landlord ask Landlord's Mortgagee to increase the loan to Landlord to finance any such excess amount on the same terms and conditions as the lender financing for the Final Project Budget, and if Landlord's Mortgagee agrees to do so, in Landlord's Mortgagee's sole and absolute discretion without any obligation to

do so, the loan shall be modified and Tenant shall reimburse Landlord for any additional or increased monthly payments under the loan in the form of additional Monthly Base Rent. In this event, the Final Rent Schedule shall be modified accordingly. If necessary, the Parties shall return to the Board of Supervisors for any additional Board approvals.

6. Inspection of Premises. Tenant, through its duly authorized agents, shall have, at any time, the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Landlord hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Work Letter.

7. Contracts. Landlord shall enter into Contract Documents directly with the Architect, General Contractor and other Project design contractors and vendors as needed.

8. Predevelopment Obligations. Landlord shall be responsible for and take all actions reasonably necessary to occur to ensure the development of the Project including, but not limited to:

8.1 Design Services. Landlord shall cause design services to be performed by qualified architects, contractors, engineers and other professionals and paid as part of the Project Budget by Landlord. Landlord shall contract directly with all Contractors used to satisfy Landlord's obligations under this Work Letter. Landlord shall cause all Contractors to be paid in a timely fashion such that no liens are recorded against the Premises. Landlord shall be solely responsible for all work performed in relation to the Project whether by Landlord or Contractors. Landlord shall provide all management oversight of any Contractor and shall complete all necessary contracts and agreements with said Contractor to ensure proper completion of the Project on time and consistent with the Final Project Budget and prior to the Outside Completion Date.

8.2 Final Drawings and Specifications. Landlord shall cause the Architect to prepare the Schematic Drawings, the Design Development Drawings and the Construction Drawings and Detailed Specifications for the Project for Landlord's review and Tenant's approval, which shall be set forth in **EXHIBIT H-6**. The intention of the Parties is to cooperate in good faith to provide a completed design which meets the mutual objectives of the Parties, all Requirements of Law and is consistent with all Project Requirements and the building quality reflected therein. The Final Drawings and Specifications for the Project shall include, at a minimum, all mutually approved architectural services as may be necessary to provide Construction Documents for the Project.

8.3 ADA Compliance. Each design contract shall include a provision requiring that upon Substantial Completion of that portion of the work covered by that design contract, the work and the portion of the Project as designed or engineered shall comply with the requirements of Title III of the ADA, as may be amended from time to time.

8.4 Tenant's Review. Tenant may participate in any and all design meetings with Landlord, Architect, and other design professionals as appropriate in the course of the development of the final drawings and specifications which include the Schematic Drawings, the Design Development Drawings and all Construction Documents in order to facilitate the

approval of such Construction Documents in accordance with the terms of this Work Letter. Landlord shall submit to Tenant, and Tenant shall promptly review, simultaneous to or prior to submittal by Landlord to Tenant of the Final Project Budget, Final Rent Schedule and the Final Project Schedule, the Final Drawings and Specifications to be set forth in **EXHIBIT H-6**, which consist of the Schematic Drawings, the Design Development Drawings and all Construction Drawings and Detailed Specifications submitted in accordance with this Work Letter and shall give Landlord written notice within thirty (30) business days following its receipt of the Construction Drawings and Detailed Specifications, of its approval or disapproval thereof, specifying in the case of its disapproval, its reason therefor. Tenant shall have the right to disapprove such Schematic Drawings, Design Development Drawings, Construction Drawings and Detailed Specifications which (i) do not meet the Project Requirements, (ii) do not comply with Requirements of Law, (iii) with respect to drawings, are not consistent developments of the previous drawings approved by Tenant, or (iv) propose changes in work or materials that would result in a material change in appearance or diminution in quality of the Project.

8.4.1 If objections or comments are submitted in writing within the time frame and in accordance with the requirements set forth in the preceding subsection, Landlord shall cause the Architect to make changes in the Schematic Drawings, Design Development Drawings, Construction Drawings and/or Detailed Specifications consistent with reasonable objections or comments made by the Tenant and shall resubmit the same to Tenant in accordance with the foregoing schedule for further review. The process of resubmittal and review shall continue until the submittals have been approved by all the parties. The final Construction Drawings and Detailed Specifications setting forth in detail the requirements for the construction of the Project which have been approved by Tenant are called the Construction Documents. There shall be no material change in the Construction Documents except as set forth in Section 18 below.

8.5 Permit and Construction Documents. Landlord shall cause the Architect and other design professionals to prepare Construction Documents as required for submittal of the application for building permits and other permit applications as required for construction of the Project by the Contractors.

8.6 Permits. Landlord shall obtain all Permits necessary to construct the Project through the County of Riverside, through its Economic Development Agency and the Department of Environmental Health, the State of California elevator permits, the City of Moreno Valley, the Riverside County or City of Moreno Valley Fire Department, and all other agencies and quasi-governmental agencies and utility providers from which approvals and permits are required to commence and complete the Project. Tenant shall have at least five (5) business days to respond to any requests by Landlord for review and approval by Tenant. In the event that Tenant's review shall take more than thirty (30) days to review any Permit application Landlord submits to Tenant, Tenant shall provide notice to Landlord pursuant to Section 2 of this Work Letter. Tenant shall join in any application for Permits, where required, at the expense of Landlord as part of Project Costs. Landlord shall pursue issuance of such Permits with all due diligence and Tenant shall diligently cooperate with Landlord to provide input to and provide approvals for issuance of the Permits. All costs associated with issuance of the Permits, including the cost of any required off-site improvements, shall be included in the Project Budget and as part of Project Costs unless mutually agreed upon in writing by the Parties.

8.7 Architect. Landlord shall oversee all design work done by Architect and other design professionals for the design and development of the Project. Landlord and Tenant shall expeditiously review design documents during their development and Landlord shall advise Tenant on proposed site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Landlord shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, and time requirements for procurement, installation, construction and factors related to construction costs including, but not limited to, costs of alternative designs or materials, budgets and possible economics. Landlord shall consult with Tenant and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

9. LEED Certification. Landlord shall use commercially reasonable efforts to obtain a Leadership in Energy and Environmental Design – NC 2009 (“LEED”) Silver certification from the U.S. Green Building Council (“USGBC”) for the Project. Tenant acknowledges that the design decisions made by it will have an impact on the LEED certifications received and will work in good faith with Landlord when making those decisions to consider their potential impact on LEED certifications. Landlord shall keep Tenant apprised throughout the design process of any design decisions that may affect the LEED certifications for the Project and with respect to any preliminary determinations made by the USGBC with respect to the LEED certification of those facilities and improvements. It is anticipated that the final determination by the USGBC of the LEED certification of the Project will not occur until after Final Acceptance. Landlord shall use commercially reasonable, good faith and diligent efforts to obtain LEED certification no later than one hundred eighty (180) days after Final Acceptance.

10. Construction Management Services. Landlord shall provide Tenant with all construction administration and construction management services necessary or desirable to cause Substantial Completion of the Project on or before the Outside Completion Date, all in a good and workmanlike manner and in substantial accordance with the Contract Documents, including, without limitation, the following:

10.1 Landlord shall notify Tenant of any Project schedule issues that may impair Landlord’s ability to substantially complete the Project prior to the Substantial or Outside Completion Date. Landlord shall coordinate and integrate the Architect’s services with Landlord’s and Tenant’s responsibilities with anticipated construction schedules, highlighting critical and long lead time items.

10.2 Landlord shall consult with the Tenant and the Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

10.3 Landlord shall cause the General Contractor to establish the assignment of responsibilities for temporary utility facilities and equipment, materials and services for common use of the Contractors. Landlord shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

10.4 Landlord shall cause the General Contractor to review the Construction Documents as required to provide that (1) the work of the Contractors is coordinated; (2) all

requirements for the Project have been assigned to the appropriate Construction Contract; (3) the likelihood of jurisdictional disputes has been minimized; and (4) proper coordination has been provided for sequenced construction.

10.5 Landlord shall prepare a Final Project Schedule for the Project, which shall be set forth in **EXHIBIT E**, providing for the general components of the work and shall consult with the General Contractor in connection with the preparation and updating of the Final Project Schedule, including times of commencement and completion required, ordering and delivery of products requiring long lead time, and the occupancy requirements of Tenant. Landlord shall provide the Final Project Schedule to the General Contractor for each set of bidding documents.

10.6 Landlord shall work with the General Contractor to expedite and coordinate the ordering and delivery of materials requiring long lead times.

10.7 Landlord shall select and coordinate the professional services of surveyors, special consultants and testing laboratories required for the Project.

10.8 Landlord shall cause the General Contractor to provide an analysis of the types and quantities of labor required for the Project and shall review with the General Contractor the availability of appropriate categories of labor required for critical phases. Landlord shall make recommendations for actions designed to minimize adverse effects of labor shortages.

10.9 Following Tenant's approval of the Construction Documents, Landlord shall update and submit the latest estimate of the Project Costs, Project Budget and the Project Schedule for Tenant's approval.

10.10 Landlord shall direct the General Contractor to develop bidders' interest in the Project, establish bidding procedures, issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Landlord shall cause the General Contractor to submit a list of prospective bidders. Landlord shall assist the General Contractor with respect to questions from bidders and the issuance of addenda.

10.11 Landlord and the General Contractor shall receive bids, prepare bid analyses and award contracts or reject bids.

10.12 Landlord shall cause the General Contractor to schedule and coordinate the sequence of construction so as to cause Substantial Completion of the Project to occur on or before the date of Substantial Completion to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant, however, no later than the Outside Completion Date to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant.

10.13 Landlord shall dutifully administer and enforce the Architect's Agreement and Landlord shall cause the General Contractor to dutifully administer and enforce all Construction Contracts with subcontractors and, provided that Tenant authorizes Landlord to do so and assigns to Landlord any rights necessary in connection therewith, Landlord shall fully enforce, administer and take such actions as are necessary to implement contracts with the Architect and General Contractor. Landlord shall notify and consult with Tenant regarding any material

breaches or defaults by any party to a Construction Contract relating to the Project. Landlord shall, with respect to such breach or default by such contracting party, follow the instructions or directions of Tenant so long as such instructions or directions are consistent with the contract terms and do not, in the reasonable professional judgment of Landlord, restrict, delay, impair or otherwise jeopardize attaining Substantial Completion of the Project by the date of Substantial Completion to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant, however, no later than the Outside Completion Date to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant.

10.14 Although Landlord shall not be responsible for the purchase of materials, systems and/or equipment, Landlord shall assure that the General Contractor is responsible for the purchase, delivery and storage, protection and security of such materials, systems and equipment that are part of the Project until such items are incorporated into the Project.

10.15 Landlord shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

10.16 Based on Landlord's observations and evaluations of each Contractor's Application for Payment, Landlord shall review and certify the amounts due the respective Contractors. Landlord shall prepare Project Applications for Payment based on the Contractors' Applications for Payment.

10.17 Each project application for payment and certification of the Contractor(s)' certificates for payment shall constitute a representation to Tenant based on Landlord's overall supervision of the course of construction or observations conducted at the site, and review of the data comprising the Contractors' application for payment that, to the best of Landlord's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in substantial accordance with the Contract Documents (subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by Landlord in Landlord's project application for payment).

10.18 Landlord shall supervise the final testing and start-up of utilities, operational systems and equipment, in the presence of Tenant's maintenance personnel if so requested by Tenant.

10.19 When Landlord considers each Contractor's work or a designated portion thereof substantially complete, Landlord shall, jointly with the Architect, prepare for the Contractor a list of incomplete or unsatisfactory items (Punch List) and a schedule for their completion. Landlord shall assist Architect in conducting inspections to determine whether the work or designated portion thereof is substantially complete.

10.20 Landlord shall cause the General Contractor to coordinate the correction and completion of the work, including all Punch List items, and shall evaluate the completion of the work of the Contractors and make final recommendations to the Architect when the Project or any designated portion thereof has achieved Final Acceptance. Landlord shall maintain a database of all punch list items or otherwise unsatisfactory items observed and record the

resolution of these items. Landlord shall assist Architect in conducting final inspections of the work.

10.21 Landlord shall take such other and further action as may be necessary or desirable to cause the Project to be Substantially Completed on or before the date of Substantial Completion to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant, however, no later than the Outside Completion Date to be set forth in the Final Project Schedule in **EXHIBIT E** once approved by Landlord and Tenant.

10.22 Landlord shall reject all work which does not conform to the requirements of the Contract Documents and cause corrective action to be taken.

10.23 Landlord or General Contractor shall transmit to Architect requests for interpretations of the meaning and intent of Construction Drawings and Detailed Specifications and assist in the resolution of questions that arise.

10.24 Landlord or Architect shall expedite the processing and approval of shop drawings, product data, samples and other submittals.

10.25 Landlord shall cause the General Contractor to submit written monthly progress reports, including without limitation, updated information relative to permit approvals and construction, and photographs of construction progress to Tenant and Landlord, including information on the General Contractor and the General Contractor's work, as well as the entire Project, showing percentages of completion. Landlord shall maintain or cause the General Contractor to maintain a daily log, containing a record of weather, each Contractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered and such other information as Tenant may require.

10.26 Landlord shall maintain at the Project site or at Landlord's offices in Newport Beach, California, for Tenant, one record copy of all Contract Documents, all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record changes and selections made during construction together with approved shop drawings, product data, samples and similar required submittals. Landlord shall require the General Contractor to maintain records, in duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. All such records shall be made available to Architect and Tenant upon request and, upon completion of the Project, duplicate originals shall be delivered to Tenant.

11. Delays. The estimated date for Substantial Completion and the Outside Completion Date set forth in the Final Project Schedule shall be extended to the extent of (i) Force Majeure Delays, provided, however, that extensions due to Force Majeure Delays shall not exceed ninety (90) days, unless the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease; and (ii) Tenant-Caused Delays. The existence of Force Majeure Delays of up to ninety (90) days (or longer if the Force Majeure Delay results from a casualty or condemnation subject to Sections 13 and 14 of the Facilities Lease or Tenant-Caused Delay) shall excuse Landlord for resulting delays and changes in the Project Schedule.

12. Remedy for Late Completion. If Substantial Completion of the Project fails to occur by the estimated date for Substantial Completion as set forth in the Final Project Schedule, or by the Outside Completion Date (as such dates may be extended by Force Majeure Delay or Tenant-Caused Delay), then commencing on the Outside Completion Date where Substantial Completion has not occurred and continuing on the first day of each successive calendar month through the month in which Substantial Completion occurs, as Tenant's sole remedy for such delay, Landlord shall forfeit one thirtieth (1/30) of one twelfth (1/12) of the amount set as the annual Asset Management Fee for every day delayed and a credit in favor of Tenant shall be applied thereto until the date that Substantial Completion has occurred.

13. Construction Contracts. Landlord shall cause all Construction Contracts to include recitations or provisions requiring the following:

13.1 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible to pay the prevailing rate of wages as defined in California Labor Code Sections 1700 et seq. and available on the Department of Industrial Relations websites (but expressly excluding the Davis-Bacon Act and any rules and regulations promulgated thereunder if not legally required), to satisfy reporting requirements regarding the payment of such prevailing wages in accordance with Labor Code Section 1771.4 and related sections, and to indemnify Tenant, any tenant of the Project, and Landlord for claims arising out of failure to pay proper wages;

13.2 Provisions requiring all Contractors and subcontractors employed on the Project to be responsible for registering and maintaining its annual registration with the Department of Industrial Relations pursuant to Labor Code Section 1771.1 and 1725.5 for the duration of any Construction Contracts;

13.3 Provisions for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project;

13.4 Provisions for indemnifying Tenant, tenants, and Landlord for claims arising out of the acts or omissions of such Contractor and its employees, agents and subcontractors; and

13.5 Tenant shall have the right to review and approve these provisions before the Contractors are executed.

14. Warranties. Landlord shall cause the General Contractor to secure for the benefit of Tenant all warranties and guarantees of the work by Contractors, suppliers and manufacturers of components of the Project. Landlord shall cause the General Contractor to assign such warranties to Tenant. During the Warranty Period, Landlord shall assist Tenant to enforce any warranties or guarantees upon request. The General Construction Contracts shall provide a minimum of a one (1) year warranty for workmanship with respect to every facility constructed by Landlord unless Landlord and Tenant have agreed that Landlord shall cause the General Contractor to obtain warranties of equal or longer periods from Contractors and material suppliers for the fixtures, services, or subcontracts as set forth in the List of Warranties, Exhibit J to the Facilities Lease.

15. Correction of Work. During the Warranty Period, Landlord shall cause the applicable Contractor to promptly correct or cause to be corrected work properly rejected by Tenant or known by Landlord to be defective or failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall cause to be corrected work found to be defective or non-conforming within the Warranty Period. Such costs (to the extent not borne by insurance or covered by any contractor warranty) shall be charged against, and paid for by, Tenant, unless such corrective work is required due to the negligence of Landlord, in which case Landlord shall pay for such corrective work.

16. As Built. Within thirty (30) days following the completion of the Project and any other improvements, Landlord shall submit to Tenant: (1) a complete set of "As-Built" drawings together with CD copies, showing every detail of the Project, of such improvements and fixtures, including, but not limited to, electrical circuitry and plumbing; and (2) copies of lien waivers from all contractors, subcontractors, suppliers and materialmen involved in construction of the Project.

17. Project Off-Site Improvements.

17.1 It is understood by the parties hereto that sewer, water, telephone, fiber, gas, electrical and other utilities are available nearby the Premises within the Medical Center Property or offsite, but they do not reach the Premises. Therefore, in order for the construction of Project to be fully usable and operational, Landlord, at its expense as part of the Final Project Budget, shall extend and/or connect or cause to be extended and/or connected in the name of the County of Riverside, to the Medical Center Improvements, such utility service facilities that may be required or desired by Tenant in the use, operation and maintenance of such the MOB Improvements and the Lobby/Café and Courtyard Improvements. After such extensions and/or connections have been made, Landlord shall be responsible for payment for the use of such utility services on behalf of Tenant as part of the Final Project Budget until Tenant takes possession of the Project and takes over payment of such utilities under the Facilities Lease.

17.2 In addition to the off-site Improvements described in Section 17.1 above, Landlord shall also complete, as part of the Project, all Project Improvements, including, without limitation, the Bridge, the Lobby/Café building and Courtyard, the northwest parking lot, and all parking, curb cuts, driveways, drive aisles, parking areas, sidewalks, walls, fences and gates, if any, parking area and other exterior lighting, landscaping and landscaping equipment and all utility lines and equipment including transformers, water and other utility meters.

17.3 The off-site Improvements referred to in Section 17.1 and in 17.2 shall be completed prior to or at the same as time the on-site MOB Improvements are completed as provided herein.

18. Changes to Work.

18.1 No Changes without Tenant Approval. Following approval of the Construction Documents by Tenant there shall be no changes in the work except in accordance with this

Section 18. Changes in the work covered by the General Construction Contract and approved by Tenant shall be processed in accordance with the General Construction Contract.

18.2 Landlord Approved Changes in the Work. It is anticipated that there will be field orders and change orders which shall result in changes to the scope of work, as set forth in **EXHIBIT H-3** and **EXHIBIT H-6**. Landlord shall use its reasonable efforts to apprise Tenant of proposed changes in the work and its recommendations regarding them prior to any action being taken. It is anticipated that it may not always be possible to receive Tenant's prior approval to these changes in a timely manner. Therefore, field orders and change orders may be approved by Landlord, without prior Tenant approval, but only if the changes authorized by these field orders and change orders shall not have the effect of extending Outside Completion Date, materially altering the work or substantially increasing the cost. As soon as practical, Landlord shall provide Tenant with all field orders and/or change orders approved by Landlord. For the purposes of this Section an alteration shall be deemed to be "material" if it would substantially reduce the intended quality of the Project, result in a substantial increase to Tenant's operational costs over time, or result in an unequal substitution of any of the systems in the Project (including but not limited to HVAC, plumbing, electrical, elevators, roofing, fire and life safety, security systems, and infrastructure components). In the case of either a material alteration or a change that would result in failure to Substantially Complete the Project by the Outside Completion Date, prior written approval by the Tenant not to be unreasonably withheld of the proposed change must be received.

18.3 Change in the Work Initiated by Tenant. Tenant may initiate changes in the work after Tenant's approval of the Final Project Budget, provided any increase costs above the Final Project Budget shall be included in Total Project Costs for purposes of determining Rent under the Facilities Lease.

19. Project Completion.

19.1 Substantial Completion.

19.1.1 Landlord shall exercise all due diligence and commercially reasonable, good faith and diligent efforts to achieve Substantial Completion prior to the Outside Completion Date.

19.1.2 Until Substantial Completion of the Project has occurred, Tenant shall not occupy the Project; provided, however, that limited use of the Project for storage, move-in or installation of personal property by the Tenant when such use is determined by Landlord and the General Contractor not likely to result in any interference or delay in completing the Project and is approved by Landlord, such approval not to be unreasonably withheld, shall not be deemed to be occupancy.

19.1.3 Notice of Substantial Completion. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which Landlord anticipates that the Project shall be Substantially Complete. During the fifteen (15) business day period after the delivery of the estimated completion notice, Tenant, Landlord, Architect, and General Contractor shall meet on one or more occasions, if necessary, and tour to inspect and review the Project to determine

whether it is Substantially Complete. The parties shall prepare the Punch List to be completed prior to Final Acceptance. The completion of the Punch List shall not be required in order for the Project to be Substantially Complete.

19.1.4 Completion of Punch List Items. Following Substantial Completion, Landlord shall cause all Punch List items to be completed promptly in accordance with the Contract Documents. Landlord shall coordinate the performance of any such Punch List work to avoid any unreasonable hindrance to Tenant's installation of personal property and occupancy of the Project.

19.2 Final Acceptance. Landlord shall give notice in writing to Tenant at least thirty (30) days prior to the date upon which the Project shall be ready for Final Acceptance. On or before Final Acceptance of the Project, Landlord shall obtain and submit to Tenant, the following:

19.2.1 As-Built Plans. A complete set of final as-built plans and specifications prepared by the General Contractor for the Project.

19.2.2 Manuals. All technical and service, instruction and procedure manuals relating to the operation and maintenance of all HVAC systems and other mechanical devices and equipment installed in the Project by Landlord or Contractor. Tenant may delay receipt of the Manuals from Final Acceptance to the Termination of the Ground Lease in Tenant's discretion.

19.2.3 Warranties. An assignment (on a non-exclusive basis) and delivery of all warranties, guarantees, maintenance contracts, and machinery and equipment warranties received by Landlord from the General Contractor or any subcontractor thereof, or any supplier, materialmen or manufacturer relating to the Project; provided, however, Landlord reserves the right, notwithstanding the assignment and delivery of such warranties hereunder to Tenant, to fully enforce all such warranties for the Tenant's benefit.

19.2.4 Permits and Licenses. The originals (if not posted at the Project) of all Permits, Construction Inspection Cards, Certificate of Occupancy, licenses and other approvals necessary for the occupation of the Project.

19.2.5 As-Built Survey. An as-built Survey of the Premises showing the location of all improvements constructed thereon.

20. Landlord Representations; Warranties. Upon Substantial Completion of the Project, Landlord shall represent and warrant to Tenant in writing as follows:

20.1 The Project has been completed in substantial accordance with the Contract Documents (as revised by Project change orders set forth in Section 18.2) and to Landlord's knowledge is free from defects in workmanship and materials in connection with the construction thereof.

20.2 Landlord has no knowledge of any structural defects, latent defects or building systems defects within the Project.

20.3 The Project has been constructed in accordance with all Requirements of Law, all Permits and all insurance laws, regulations and requirements in effect at the time of construction of the Project.

20.4 The Project is served by water, storm and sanitary sewage facilities, telephone, electricity, fire protection and other required public utilities adequate to serve the Project at the time of Substantial Completion of the Project.

20.5 The General Contractor, Architect, and all Contractors, suppliers, materialmen and consultants have been paid in full for work related to construction of the Project billed to date and there are no liens, encumbrances or other defects affecting title to the Premises which has been or will be filed against the Premises and/or the Project with respect thereto, or if any such lien has been filed, Landlord and/or the General Contractor shall have arranged for a bond to remove such lien in accordance with Section 1.14.4.

20.6 Except as disclosed to Tenant in writing or as otherwise approved by Tenant including pursuant to the easements granted to Landlord pursuant to the Ground Lease and the Facilities Lease, the MOB Improvements do not encroach onto adjoining land or onto any easements and there are no encroachments of improvements from adjoining land onto the Premises. The location of the Project does not violate any applicable setback requirements.

20.7 Except as disclosed to Tenant in writing, there is no litigation pending, or to the best knowledge of Landlord, threatened, with respect to the Project for matters undertaken by Landlord under this Work Letter.

20.8 To the best of Landlord's knowledge and except as disclosed in writing, no Hazardous Substances have been incorporated into the structure of the Project except as may be required in construction of the Project and only to the extent permitted by applicable law.

20.9 To the best of Landlord's knowledge, all Permits necessary for the construction of the Project have been obtained and are in full force and effect. All Permits and licenses for use and occupancy of the Project beyond a certificate of occupancy or other final sign off allowing occupancy of the Project Improvements shall be the responsibility of Tenant.

Each of the foregoing warranties with respect to the Project shall expire and be of no further force or effect, unless Tenant shall have made a claim based upon an alleged breach of such warranties by Landlord on or before the expiration of the Warranty Period. In the event Tenant alleges a breach of any of the foregoing warranties, Tenant shall give Landlord written notice of any such allegation together with a detailed explanation of the alleged breach ("Tenant's Warranty Claim"). Landlord shall, within thirty (30) days of receipt of Tenant's Warranty Claim, proceed to commence to cure the circumstances specified in Tenant's Warranty Claim, or provide Tenant with written notice of Landlord's dispute of Tenant's Warranty Claim. If Landlord commences a cure or correction of the matter alleged in Tenant's Warranty Claim, Landlord shall proceed reasonably diligently and promptly to complete such cure or correction, and the Warranty Period for the particular matter shall be extended for the period necessary to complete cure or correction. Landlord shall warrant neither artist-made materials included in the Project nor those recycled construction products which Tenant has directed Landlord to include

in the Project over Landlord's prior written objections.

21. Protection of Persons and Property.

21.1 Landlord shall (or shall cause the General Contractor to) be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the construction of the Project.

21.2 Landlord shall (or shall cause the General Contractor to) take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) all persons working on the Project construction site and all other persons who may be affected thereby; (2) the Project and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

21.3 Landlord shall or shall cause the General Contractor and all other Contractors to give notices and comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

22. Insurance during Construction. Insurance shall be provided by Landlord, Architect and Contractors in accordance with the provisions of the Ground Lease and/or Facilities Lease.

23. Stop Work by Tenant. If General Contractor fails to correct defective work as required, or persistently fails to carry out work in accordance with the Construction Documents, Tenant, by written order, may order Landlord and General Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Exhibit H-1

Riverside University Health System - Preliminary Project Budget
200,000 sf

Preliminary Project Budget	
	Total Amount
Ground Lease	\$ 3
Development Costs	\$ 73,021,787
Offsite Improvements	\$ 311,543
Tenant Improvement Allowance	\$ 30,000,000
Lobby/Café, Courtyard Allowance	\$ 6,400,000
Furniture, Fixtures and Equipment	\$ -
Sub Total	\$ 109,733,333
Contingency (5% Excluding Allowances)	\$ 3,666,667
Total Preliminary Project Budget	\$ 113,400,000

EXHIBIT H-2

SITE PLAN/BRIDGE LOCATION

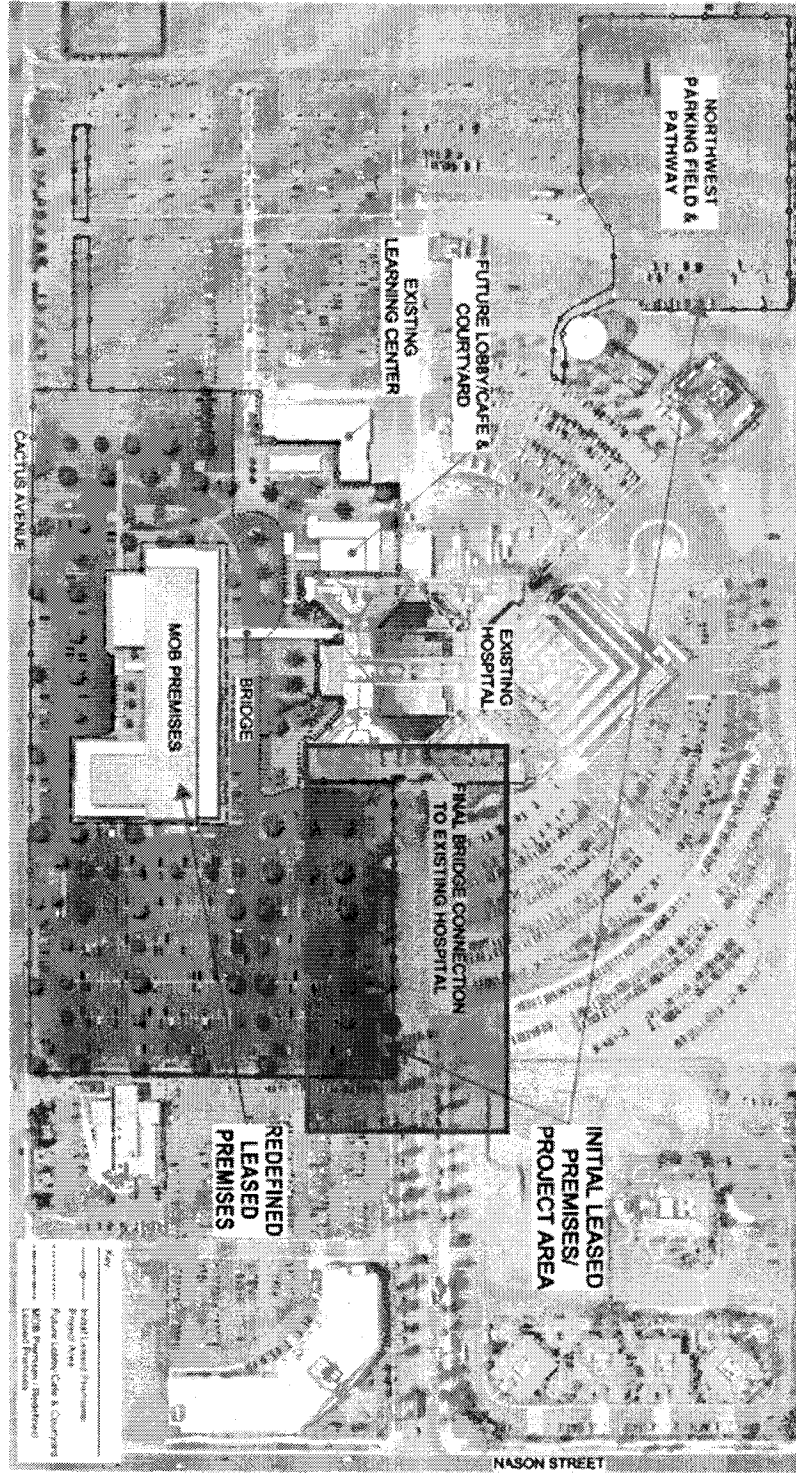


Exhibit B

EXHIBIT H-3

- Scope:
- 1. Civil grading and water quality
 - 2. Lighting
 - 3. Landscape, irrigation
 - 4. Architectural

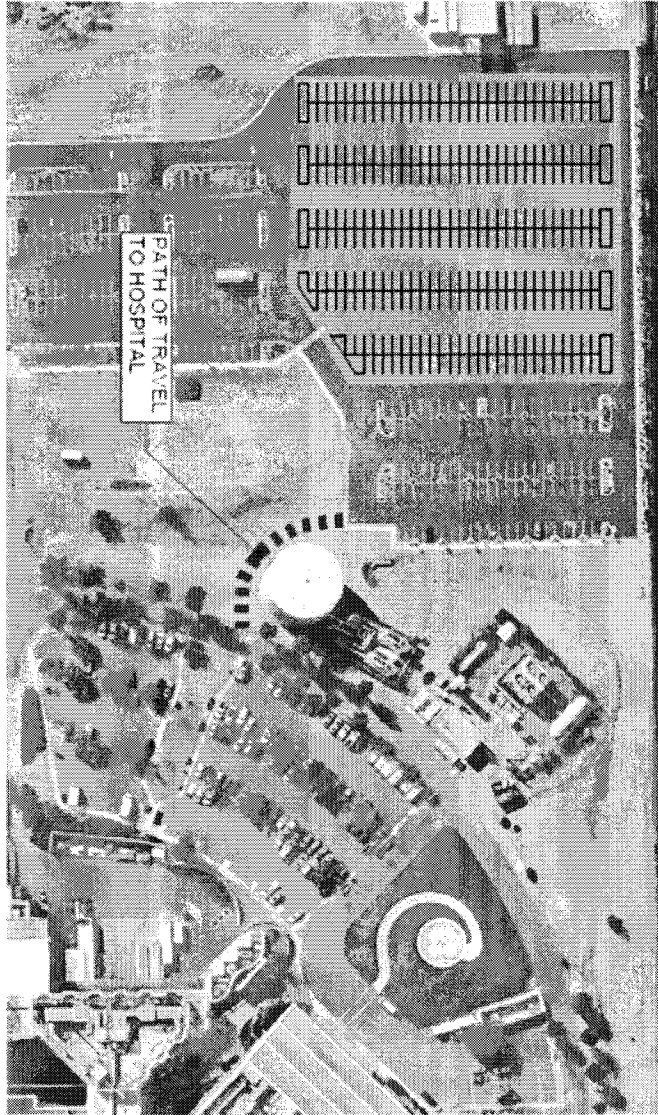


EXHIBIT H-3

NW PARKING LAYOUT

RIVERSIDE UNIVERSITY HEALTH SYSTEM
MORENO VALLEY, CA

WARE MALCOMB

(REV) 4-30-84 8486
DATE

SHEET
1

EXHIBIT H-3

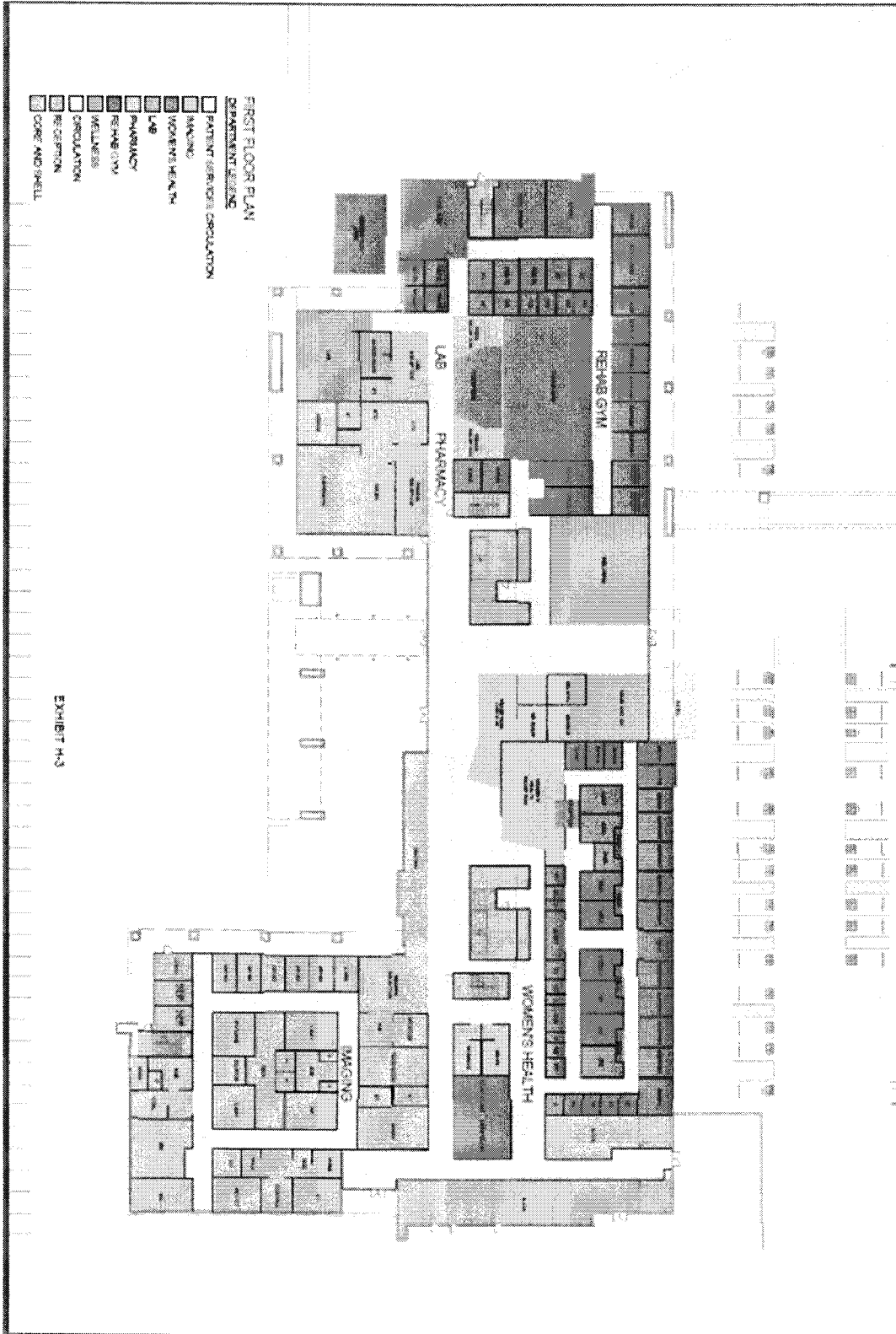


EXHIBIT H-3

EXHIBIT H-3

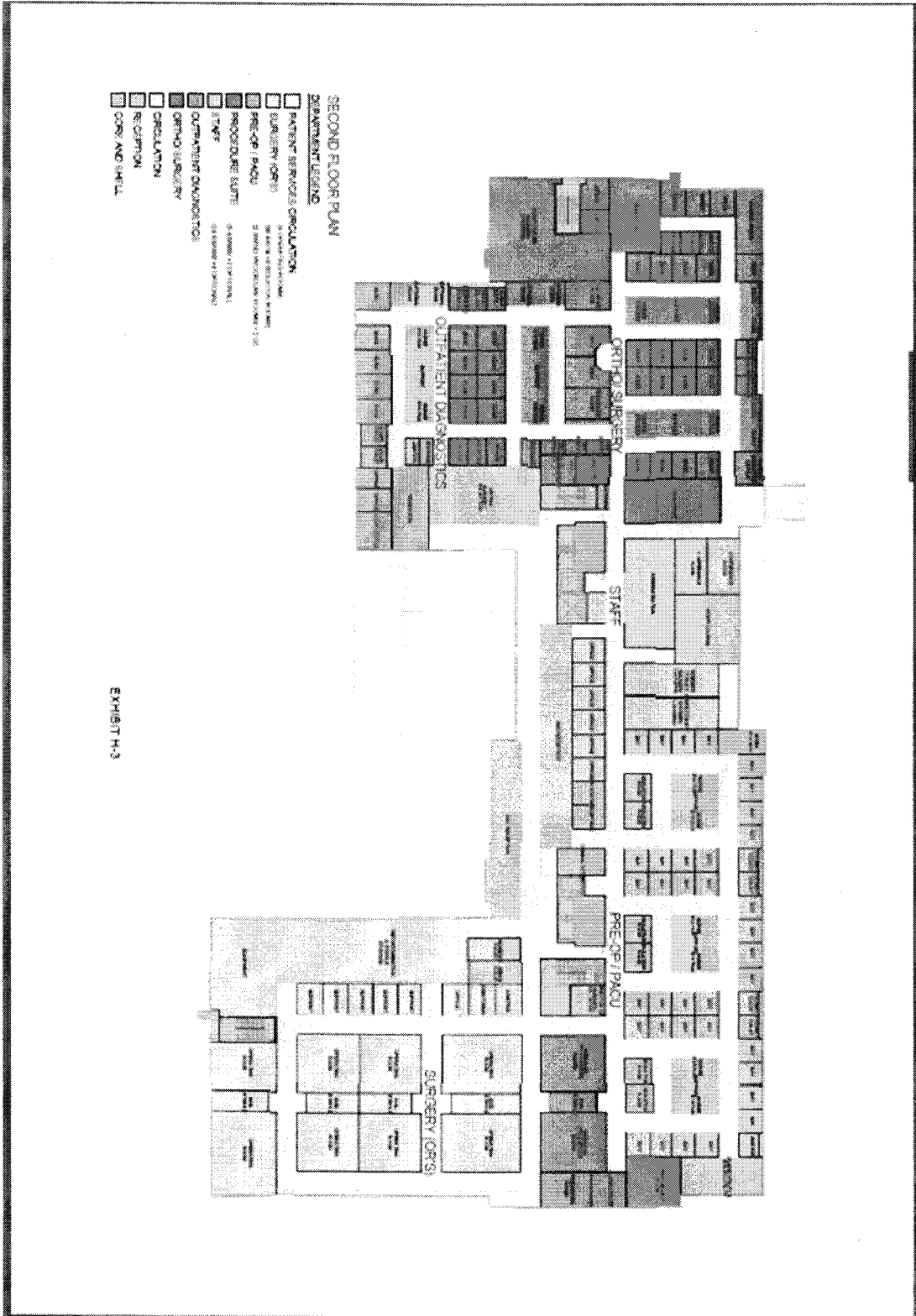


EXHIBIT H-3

RUHS MOB - PRELIMINARY PLANS

1 On-Site Civil drawings prepared by David Evans & Associates:

Drawing #	Description	Date	Revision
C0.1	TITLE SHEET	Reference	Stl. Plan Ck.
C0.2	DEMOLITION PLAN	Reference	Stl. Plan Ck.
C0.3	ROUGH GRADING PLAN	Reference	Stl. Plan Ck.
C0.4	ROUGH GRADING PLAN	Reference	Stl. Plan Ck.
C0.5	CROSS SECTIONS	Reference	Stl. Plan Ck.
C0.6	EROSION CONTROL PLAN	Reference	Stl. Plan Ck.
C0.7	EROSION CONTROL DETAILS	Reference	Stl. Plan Ck.

2. Architectural drawings prepared by Ware Malcomb:

Drawing #	Description	Date	Revision
A0.1	TITLE SHEET	12/20/16	Stl. Plan Ck.
A0.1a	SHEET INDEX	12/20/16	Stl. Plan Ck.
A0.1b	PROJECT DATA	12/20/16	Stl. Plan Ck.
A0.2	GENERAL NOTES	12/20/16	Stl. Plan Ck.
A0.3	ACCESSIBILITY NOTES & DETAILS	12/20/16	Stl. Plan Ck.
A0.3a	ACCESSIBILITY DETAILS	12/20/16	Stl. Plan Ck.
A0.4	CAL GREEN NOTES	12/20/16	Stl. Plan Ck.
A0.4a	CAL GREEN NOTES	12/20/16	Stl. Plan Ck.
A0.5	EGRESS PLAN - SITE PLAN	12/20/16	Stl. Plan Ck.
A0.5a	OCCUPANCY AND EGRESS PLAN - FIRST FLOOR	12/20/16	Stl. Plan Ck.
A0.5b	OCCUPANCY AND EGRESS PLAN - SECOND FLOOR	12/20/16	Stl. Plan Ck.
A0.5c	OCCUPANCY AND EGRESS PLAN - THIRD FLOOR	12/20/16	Stl. Plan Ck.
A1.0	OVERALL SITE PLAN	12/20/16	Stl. Plan Ck.
A1.1	SITE PLAN ENLARGEMENTS	12/20/16	Stl. Plan Ck.
A2.1	OVERALL FIRST FLOOR PLAN	12/20/16	Stl. Plan Ck.
A2.1a	FIRST FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.1b	FIRST FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.1c	FIRST FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.1d	FIRST FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.2	OVERALL SECOND FLOOR PLAN	12/20/16	Stl. Plan Ck.
A2.2a	SECOND FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.2b	SECOND FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.2c	SECOND FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.2d	SECOND FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.3	OVERALL THIRD FLOOR PLAN	12/20/16	Stl. Plan Ck.
A2.3a	THIRD FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.3b	THIRD FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.3c	THIRD FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.

A2.3d	THIRD FLOOR PARTIAL PLAN	12/20/16	Stl. Plan Ck.
A2.4	BRIDGE PLANS AND SECTIONS	12/20/16	Stl. Plan Ck.
A2.5	FRONT CANOPY PLANS	12/20/16	Stl. Plan Ck.
A2.6	EQUIPMENT PLAN	12/20/16	Stl. Plan Ck.
A3.1	OVERALL ROOF PLAN	12/20/16	Stl. Plan Ck.
A3.1a	PARTIAL ROOF PLAN	12/20/16	Stl. Plan Ck.
A3.1b	PARTIAL ROOF PLAN	12/20/16	Stl. Plan Ck.
A3.1c	PARTIAL ROOF PLAN	12/20/16	Stl. Plan Ck.
A3.1d	PARTIAL ROOF PLAN	12/20/16	Stl. Plan Ck.
A4.1	EXTERIOR ELEVATIONS	12/20/16	Stl. Plan Ck.
A4.2	EXTERIOR ELEVATIONS	12/20/16	Stl. Plan Ck.
A4.3	EXTERIOR ELEVATIONS	12/20/16	Stl. Plan Ck.
A4.4	EXTERIOR ELEVATIONS	12/20/16	Stl. Plan Ck.
A4.5	FRONT CANOPY ELEVATIONS	12/20/16	Stl. Plan Ck.
A5.1	BUILDING SECTIONS	12/20/16	Stl. Plan Ck.
A5.2	BUILDING SECTIONS	12/20/16	Stl. Plan Ck.
A6.1	WALL SECTIONS	12/20/16	Stl. Plan Ck.
A6.2	WALL SECTIONS	12/20/16	Stl. Plan Ck.
A6.3	WALL SECTIONS	12/20/16	Stl. Plan Ck.
A6.4	WALL SECTIONS	12/20/16	Stl. Plan Ck.
A6.5	WALL SECTIONS	12/20/16	Stl. Plan Ck.
A6.6	FRONT CANOPY SECTIONS	12/20/16	Stl. Plan Ck.
A7.1	ENLARGED FIRST & SECOND FLOOR PLANS	12/20/16	Stl. Plan Ck.
A7.1a	ENLARGED THIRD FLOOR PLAN & STAIR #2 SECTIONS	12/20/16	Stl. Plan Ck.
A7.2	ENLARGED FIRST & SECOND FLOOR PLANS	12/20/16	Stl. Plan Ck.
A7.2a	ENLARGED THIRD FLOOR PLAN & STAIR #3 SECTIONS	12/20/16	Stl. Plan Ck.
A7.2b	ELEVATORS SECTIONS	12/20/16	Stl. Plan Ck.
A7.3	ENLARGED STAIR #1 PLANS AND SECTIONS	12/20/16	Stl. Plan Ck.
A7.4	ENLARGED STAIR #4 PLANS AND SECTIONS	12/20/16	Stl. Plan Ck.
A11 .1	DOOR SCHEDULE	12/20/16	Stl. Plan Ck.

3. Structural drawings prepared by KPFF Consulting Engineers:

Drawing #	Description	Date	Revision
S0.1	GENERAL NOTES	12/20/16	Stl. Plan Ck.
S0.2	GENERAL NOTES	12/20/16	Stl. Plan Ck.
S0.3	ABBREVIATIONS AND SYMBOLS	12/20/16	Stl. Plan Ck.
S2.1	OVERALL FOUNDATION PLAN	12/20/16	Stl. Plan Ck.
S2.2	OVERALL SECOND FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.3	OVERALL THIRD FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.4	OVERALL ROOF FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.5	OVERALL HIGH ROOF PLAN	12/20/16	Stl. Plan Ck.
S2.1A	PARTIAL FOUNDATION PLAN	12/20/16	Stl. Plan Ck.

S2.1B	PARTIAL FOUNDATION PLAN	12/20/16	Stl. Plan Ck.
S2.1C	PARTIAL FOUNDATION PLAN	12/20/16	Stl. Plan Ck.
S2.1D	PARTIAL FOUNDATION PLAN	12/20/16	Stl. Plan Ck.
S2.2A	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.2B	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.2C	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.2D	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.3A	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.3B	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.3C	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.3D	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.4A	PARTIAL ROOF FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.4B	PARTIAL ROOF FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.4C	PARTIAL ROOF FRAMING PLAN	12/20/16	Stl. Plan Ck.
S2.4D	PARTIAL ROOF FRAMING PLAN	12/20/16	Stl. Plan Ck.
S3.1	PARTIAL HIGH ROOF PLANS	12/20/16	Stl. Plan Ck.
S3.2	ENTRANCE CANOPY PARTIAL PLANS	12/20/16	Stl. Plan Ck.
S3.3	BRIDGE PARTIAL PLANS	12/20/16	Stl. Plan Ck.
S3.4	ENLARGED PLANS - ELEVATOR CORE - AREA A	12/20/16	Stl. Plan Ck.
S3.5	ENLARGED PLANS - ELEVATOR CORE - AREA B	12/20/16	Stl. Plan Ck.
S4.1	FRAME ELEVATIONS	12/20/16	Stl. Plan Ck.
S4.2	FRAME ELEVATIONS	12/20/16	Stl. Plan Ck.
S4.3	FRAME ELEVATIONS	12/20/16	Stl. Plan Ck.
S4.4	FRAME ELEVATIONS	12/20/16	Stl. Plan Ck.
S5.1	TYPICAL CONCRETE DETAILS	12/20/16	Stl. Plan Ck.
S5.2	TYPICAL CONCRETE DETAILS	12/20/16	Stl. Plan Ck.
S5.3	TYPICAL CONCRETE DETAILS	12/20/16	Stl. Plan Ck.
S6.1	TYPICAL STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.2	TYPICAL STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.3	TYPICAL STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.4	TYPICAL STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.5	STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.6	STEEL DETAILS	12/20/16	Stl. Plan Ck.
S6.7	STEEL DETAILS	12/20/16	Stl. Plan Ck.
S7.1	ENLARGED PLANS – STAIRS	12/20/16	Stl. Plan Ck.
S7.2	ENLARGED PLANS – STAIRS	12/20/16	Stl. Plan Ck.
S7.3	STAIR DETAILS	12/20/16	Stl. Plan Ck.
SP100	SP GENERAL NOTES	12/20/16	Stl. Plan Ck.
SP101	SP GENERAL NOTES	12/20/16	Stl. Plan Ck.
SP102	SP COLUMN, A-TYPE W	12/20/16	Stl. Plan Ck.
SP103	SP COLUMN, B-TYPE W	12/20/16	Stl. Plan Ck.
SP104	SP COLUMN, MISC	12/20/16	Stl. Plan Ck.
SP105	SP BEAM END, U-PL W (EXTENDED)	12/20/16	Stl. Plan Ck.
SP106	SP ERECTION, W (EXTENDED)	12/20/16	Stl. Plan Ck.

4. Mechanical drawings prepared by tk1sc:

Drawing #	Description	Date	Revision
M0.1	LEGEND, SCHEDULES AND NOTES	12/20/16	Stl. Plan Ck.
M2.1	OVERALL FIRST FLOOR MECHANICAL PLAN	12/20/16	Stl. Plan Ck.
M2.2	OVERALL SECOND FLOOR MECHANICAL PLAN	12/20/16	Stl. Plan Ck.
M2.3	OVERALL THIRD FLOOR MECHANICAL PLAN	12/20/16	Stl. Plan Ck.
M2.4	OVERALL ROOF MECHANICAL PLAN	12/20/16	Stl. Plan Ck.
M5.1	MECHANICAL DETAILS	12/20/16	Stl. Plan Ck.
M5.2	MECHANICAL DETAILS	12/20/16	Stl. Plan Ck.

5. Plumbing drawings prepared by tk1sc:

Drawing #	Description	Date	Revision
P0.1	LEGEND, SCHEDULES AND NOTES	12/20/16	Stl. Plan Ck.
P2.1	OVERALL FIRST FLOOR PLUMBING PLAN	12/20/16	Stl. Plan Ck.
P2.2	OVERALL SECOND FLOOR PLUMBING PLAN	12/20/16	Stl. Plan Ck.
P2.3	OVERALL THIRD FLOOR PLUMBING PLAN	12/20/16	Stl. Plan Ck.
P2.4	VERALL ROOF PLUMBING PLAN	12/20/16	Stl. Plan Ck.
P4.1	SANITARY WASTE RISER DIAGRAM	12/20/16	Stl. Plan Ck.
P4.2	DOMESTIC COLD WATER RISER DIAGRAM	12/20/16	Stl. Plan Ck.
P4.3	STORM DRAIN RISER DIAGRAM	12/20/16	Stl. Plan Ck.
P4.4	NATURAL GAS RISER DIAGRAM	12/20/16	Stl. Plan Ck.

6. Electrical drawings prepared by tk1sc:

Drawing #	Description	Date	Revision
E0.1	ELECTRICAL SYMBOL LIST	12/20/16	Stl. Plan Ck.
E1.1	ELECTRICAL SITE UTILITY PLAN	12/20/16	Stl. Plan Ck.
E2.1	OVERALL FIRST FLOOR POWER PLAN	12/20/16	Stl. Plan Ck.
E2.4	OVERALL ROOF POWER PLAN	12/20/16	Stl. Plan Ck.
E4.1	SINGLE LINE DIAGRAM	12/20/16	Stl. Plan Ck.
E4.2	FEEDER AND TRANSFORMER SCHEDULE, MAIN SERVICE ELEVATIONS	12/20/16	Stl. Plan Ck.
E4.3	ENLARGED ROOM DETAILS	12/20/16	Stl. Plan Ck.

EXHIBIT H-4
FINAL PROJECT BUDGET
[TO BE ATTACHED AT A LATER DATE]

EXHIBIT H-5
FINAL RENT SCHEDULE
[TO BE ATTACHED AT A LATER DATE]

EXHIBIT H-6
FINAL DRAWINGS AND SPECIFICATIONS
[TO BE ATTACHED AT A LATER DATE]

EXHIBIT I
LIST OF WARRANTIES
[TO BE ATTACHED AT A LATER DATE]

RIVERSIDE COUNTY BOARD OF SUPERVISORS
Request to Speak

Submit request to the Clerk of Board. Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

Date: Holmstrom, B Agenda #: 3.29
3.29

SPEAKER'S NAME: Mead Valley
(Print Name)

Address: _____
(Only required if follow-up mail response is requested)

City: _____ Zip: _____

Phone #: _____ Email: _____

- I AM:
- The Applicant A Neighbor
 - Applicant's Representative Other Interested Party

PLEASE INDICATE YOUR POSITION BELOW:

- I wish to speak I DO NOT wish to speak
- I wish to speak with a Media Presentation
- I YIELD my 3 minutes to the following speaker:
(Maximum 2 Yields per Speaker)

B Holmstrom
(Name)

- Position on Agenda Item:
- In Favor Neutral Opposed

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office, 24 hours in advance of the Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in the front row to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

***PLEASE TURN OFF ALL CELL PHONES AND PAGERS WHILE THE PUBLIC HEARING IS IN SESSION OR SWITCH THEM TO VIBRATE AND ANSWER CALLS AFTER LEAVING THE ROOM.**