

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



**ITEM  
3.15  
(ID # 5717)**

**MEETING DATE:**

Tuesday, November 14, 2017

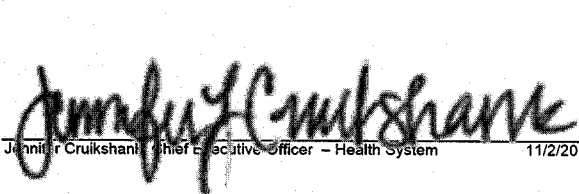
**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Riverside University Health System Medical Office Building Project, Moreno Valley - Approval of the First Amendment to Lease and Approval of the Subordination, Non-Disturbance, and Attornment Agreement and Other Related Agreements to Facilitate Landlord's Financing for the Project, CEQA Finding of Nothing Further is Required, District 5, [\$0]

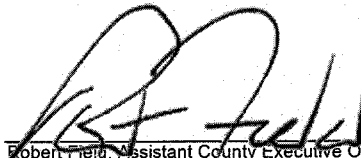
**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier adopted Mitigated Negative Declaration;
2. Approve the First Amendment to the Facilities Lease Agreement between the County of Riverside and TC Riverside MOB, LLC and authorize the Chairman of the Board to execute the attached First Amendment to Facilities Lease Agreement;
3. Approve the Transfer and Assignment of the Ground Lease and Facilities Lease to RiverMed Property, LLC and Accept the \$39,000,000 Developer funded increase in the Final Project Budget to the County as consideration for said Transfer and Assignment;

**ACTION:** Policy, CIP

  
Jennifer Cruikshank, Chief Executive Officer - Health System

11/2/2017

  
Robert Field, Assistant County Executive Officer/EDA

11/6/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Perez and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** November 14, 2017  
**xc:** EDA

Kecia Harper-Ihem  
Clerk of the Board

By   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Approve the Subordination, Non-Disturbance and Attornment Agreement between the County of Riverside and RiverMed Property, LLC and Wells Fargo Bank Northwest, and authorize the Chairman of the Board to execute the attached Subordination, Non-Disturbance and Attornment Agreement;
5. Approve the Ground Lessor Estoppel, Consent, and Non-Disturbance Agreement between the County of Riverside, RiverMed Property, LLC and Wells Fargo Bank Northwest, and authorize the Chairman of the Board to execute the attached Ground Lessor Estoppel, Consent and Non-Disturbance Agreement;
6. Approve the Memorandum of Ground Lease between the County of Riverside and TC Riverside MOB, LLC and authorize the Chairman to execute the attached Memorandum of Ground Lease; and
7. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute the Tenant Estoppel and Letter of Direction, and to execute any and all other documents to complete this transaction.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2019/20 - 2045</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On April 18, 2017, the Board of Supervisors approved the Lease Agreements (Minute Order 3-29) for the development of a new Medical Office Building (MOB) to be constructed at Riverside University Health System (RUHS) Medical Center by the Trammell Crow Company (Developer). The new MOB and related improvements will be constructed on the existing RUHS Medical Center property located at 26520 Cactus Avenue, Moreno Valley. The Developer was selected by the County to deliver this state-of-the-art health care facility. The MOB is needed for RUHS to become more competitive and efficient in providing a variety of

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health care related services offered to patients of the hospital. Specifically, this MOB project will relocate and expand certain outpatient and related ambulatory healthcare services currently in the hospital and place them into a new MOB. This project will also serve to free up valuable hospital space for use as in-hospital specialty clinics and for other necessary medical related purposes.

EDA in conjunction with RUHS and the Developer initiated space programming and design meetings resulting in a proposed three level 200,000 square foot MOB. The building will be a steel frame constructed facility, situated on the south side of the RUHS Medical Center directly and adjacent to the existing hospital facility. The interior uses planned for the MOB consist of Outpatient Health Clinics including Primary Care, Cardiology, Orthopedics, Pediatrics, Surgery Clinic providing Outpatient Surgery, PACU/23 hour, and Outpatient Diagnostics. In addition, a rehabilitation/gym, wellness center, lab and pharmacy will be also located within this new health care facility.

Other improvements to be delivered through this project include a new hospital lobby and café approach and landscape and hardscape improvements to facilitate the flow of patients, for visitors and employees of the RUHS Medical Center. Parking will be expanded on the campus and a new Bridge Walk will connect the MOB to the existing hospital for the benefit of patients and staff. These improvements will collectively transform the look, feel and environment of the current hospital campus creating a quality, healthy and modern environment.

Originally the Facilities and Lease Agreement approved by the Board on April 18, 2017 set forth the Preliminary Rent Schedule, the Preliminary Project Budget, the Preliminary Drawings and Specifications, and the Preliminary Project Schedule. The approval of the Lease Agreements required the Developer move forward and complete the architectural design for the project and the necessary planning, entitlement and related requirements to complete the project and to establish Final Rent and Project Budgets.

Pursuant to Section 5.3 of Exhibit H of the Facilities Lease Agreement and Section 12.1 of the Ground Lease, the Developer is required to present to the County the Final Rent Schedule, the Final Project Budget, the Final Drawings and Specifications, and Final Project schedule for review and approval.

The purpose of this Form 11 is to provide these documents which are memorialized in the First Amendment to Lease as Exhibits for approval by the Board of Supervisors, and also to approve a Transfer and Assignment of the Ground Lease and Facilities Lease to RiverMed Property, LLC, who will own and operate the project during the lease term and provide the necessary financing to construct the project. TC Riverside MOB LLC (Trammell Crow Company) will continue to plan and construct the project on behalf of the County and RiverMed Property, LLC. As consideration for the Transfer and Assignment the Developer in conjunction with RiverMed

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Property, LLC will tender \$39,000,000 (Funds) in the form of a Final Project Budget increase to the County and for the benefit of the MOB Project. The Developer and County will utilize said Funds to cover tenant improvement costs beyond the costs initially approved within the Preliminary Budget. The Preliminary Rent approved by the Board in the existing Lease will not be affected or modified by the addition of these additional Developer Funds (\$39,000,000) to the overall Project Budget.

In addition, approval of the Subordination, Non-Disturbance and Attornment Agreement; the Ground Lessor Estoppel, Consent, Non-Disturbance Agreement; and approval of the Memorandum of Ground Lease is necessary to facilitate the project financing through RiverMed Property, LLC.

**First Amendment to Facilities Lease**

As stated, the First Amendment to Lease sets forth the Final Rent Schedule, the Final Project Budget, the Final Drawings and Specifications, and Final Project Schedule. As compared to the previously approved Preliminary Rent Schedule, the Preliminary Project Budget, the Preliminary Drawings and Specifications, and the Final Project Schedule, modifications to these documents is summarized as follows:

Final Rent Schedule:	No change in rent as compared to Preliminary Schedule
Final Project Budget: (Developer Budget)	Increased by \$39,000,000 to cover increased Tenant Improvement Costs – No negative impact to County
Final Drawings and Specifications:	Completed, no significant variances
Final Project Schedule:	Extended from September 27, 2019 to April 30, 2020

**Project Financing**

To facilitate the project financing provided by RiverMed Property, LLC, it is necessary for the County to approve the following:

- First Amendment to Lease
- Transfer and Assignment of Lease Agreements to RiverMed Property, LLC
- Subordination, Non-Disturbance, and Attornment Agreement
- Ground Lessor Estoppel, Consent, and Non-Disturbance Agreement
- Memorandum of Ground Lease
- Tenant Estoppel
- Letter of Direction

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In accordance with the CEQA Guidelines and Riverside County CEQA implementing procedures, an Initial Study was prepared to analyze the construction and operation of the RUHS MOB. As part of the Project, the Initial Study included a long-term ground lease and facilities lease, the execution of contracts; utility alterations, and parcel lot adjustments. The Project was found to not have a significant effect on the environment and the Board adopted a Mitigated Negative Declaration on April 18, 2017, Agenda Item 3-29. The First Amendment and other related Agreements to facilitate Landlord's financing for the Project was reviewed and determined that nothing further is required pursuant to CEQA because the effects of the Project remain unchanged and consistent with what has been previously analyzed nor does it substantially change the use. The First Amendment and other related Agreements merely requires approval confirmation, the provision of contractual documents regarding drawings, budget, schedule, and improvements and a transfer of the Ground Lease and Facilities Lease to RiverMed Property, LLC, who will own and operate the project during the lease term and provide the necessary financing to construct the project.

**Impact on Citizens and Business**

This project will provide a number of positive and impactful benefits to both citizens and businesses in this region of the County. The project will provide important construction jobs followed by permanent and professional health care related jobs both providing job opportunities and economic impacts to the community and region. This public private partnership and substantial investment by the County will also equate to increased land values and further investment in the Moreno Valley area.

The project will allow RUHS to deliver a wider array of health care related services to both the citizens and the community and create an environment that promotes health and wellness. This project will elevate the standard of health care delivery in the County of Riverside for the benefit of all.

**Contract History and Price Reasonableness**

This is the First Amendment to the existing Lease Agreement and the cost of the project and corresponding lease rate is competitive based upon the product being planned and constructed for the County.

**Additional Fiscal Information**


Rent shall commence on the earlier of the date a certificate of occupancy is issued, or the date of completion in the project schedule.  
No County General Funds are required.

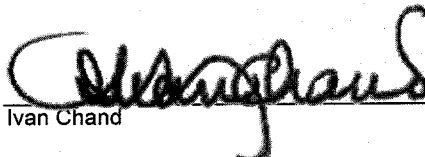
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

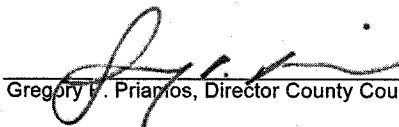
**Attachments:**

- First Amendment to Lease & Exhibits
- Subordination, Non-Disturbance, and Attornment Agreement
- Ground Lessor Estoppel, Consent, and Non-Disturbance Agreement
- Memorandum of Ground Lease
- Aerial Image
- Tenant Estoppel
- Letter of Direction

RF:HM:VC:VY:SG:tg 242FM 19.309 13717  
Minute Traq ID 5717

  
Rekini Dasika, Principal Management Analyst 11/7/2017

  
Ivan Chand 11/7/2017

  
Gregory P. Priamos, Director County Counsel 11/3/2017

## FIRST AMENDMENT TO FACILITIES LEASE AGREEMENT

THIS FIRST AMENDMENT TO FACILITIES LEASE AGREEMENT (the "Amendment") is made and entered into as of October \_\_, 2017, by and between TC RIVERSIDE MOB, LLC, a Delaware limited liability company ("TC Riverside" or "Landlord"), and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Tenant"), with reference to the following facts:

A. Landlord and Tenant previously entered into that certain Facilities Lease Agreement dated as of April 18, 2017 (the "Facilities Lease"), for the lease of certain premises to be built at Cactus Avenue, Moreno Valley, CA, as more particularly described therein. Unless otherwise defined herein, all capitalized terms used in this Amendment shall bear the same meanings as ascribed to them in the Lease.

B. Landlord and Tenant wish to amend the Facilities Lease as more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Approval of Confirmation Form; Waiver of Termination Right.

(a) Attached hereto as Exhibit A is the Confirmation Form, together with the Final Project Schedule, Final Project Budget, Final Rent Schedule, and Final Drawings and Specifications attached as the Documents (as defined in the Confirmation Form) thereto. Tenant hereby confirms that it has finalized and approved the attached Confirmation Form and the Documents as shown on Exhibit A to this Amendment, and Tenant hereby agrees to execute and deliver the Confirmation Form in the form of Exhibit A concurrently with the execution and delivery of this Amendment.

(b) The parties hereby agree that the Documents attached to the Confirmation Form attached hereto shall be substituted for and replace the exhibits currently attached to the Lease, respectively, as Exhibits E, H-4, H-5 and H-6 to the Lease.

(c) Tenant hereby irrevocably waives its termination rights under Sections 3.2.1 and 3.2.2 of the Facilities Lease (and any additional similar termination rights contained in the Facilities Lease or the Ground Lease).

2. Loan Closing Condition. Notwithstanding anything to the contrary contained in this Amendment, Landlord and Tenant hereby acknowledge and agree that if the Loan (as defined below) does not close on or before \_\_\_\_\_, then this Amendment and the Confirmation Form shall be null and void and of no force or effect as if such instruments were was never executed by either party.

3. Additional Allowance. In an effort to assist Tenant with the costs associated with Tenant's contemplated Tenant Improvements and Lobby/Cafe and Courtyard, Landlord hereby agrees to provide Tenant with an additional allowance of Thirty-Nine Million Dollars (\$39,000,000) (the "Additional Allowance"), which Additional Allowance shall be used (in addition to the TI Allowance and the Lobby/Café and Courtyard Allowance) as an allowance or credit to Tenant to be applied to the cost of the Tenant Improvements (to include among other items, RCIT cabling estimated to cost \$1.5M, security system estimated to cost \$1.5M and signage estimated to cost \$165,000) and the Lobby/Café and Courtyard, including, but not limited to, design, engineering, plan check, permit, construction financing and a 4% construction management fee to Landlord. The provisions of Section 5.4 of Exhibit H of the Facility Lease with respect to the TI Allowance and Lobby/Café and Courtyard Improvements shall also be applicable to the Additional Allowance.

4. Loan. Tenant hereby acknowledges that prior to the commencement of construction of the Improvements, (i) TC Riverside intends to transfer its interests under the Ground Lease and the Facilities Lease to RiverMed Property LLC ("RiverMed") such that RiverMed shall become the "Landlord" under the Facilities Lease and the "Ground Lessee" under the Ground Lease and TC Riverside shall be RiverMed's development manager for the Project, (ii) RiverMed will be financing construction of the Project by way of a construction loan (the "Loan") in the principal amount of approximately \$195,313,951 secured by, among other things, a deed of trust against RiverMed's leasehold interest in the Project and Rivermed's interest under the Lease, and (iii) RiverMed and TC Riverside are entering into a Development



Services Agreement under which TC Riverside will act as the development manager for construction of the Project and TC Riverside is entitled to certain development fees together with any amounts (if any) by which the proceeds of the Loan exceed the total actual costs of financing, developing, constructing and completing the Project (subject, however, to the Landlord's maximum payment obligations with respect to the Tenant Improvements and Lobby/Café and Courtyard Improvements under the Facilities Lease [which shall not exceed the sum of the TI Allowance, the Lobby/Café and Courtyard Allowance, and the Additional Allowance]).

5. Reaffirmation of Facilities Lease. Except as amended hereby, all of the terms and conditions of the Facilities Lease shall remain in full force and effect, including without limitation the Monthly Rent (as shown on the Final Rent Schedule), shall remain unchanged and are hereby reaffirmed and ratified.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. An executed electronic copy of this Amendment shall have the same force and effect as an original executed copy hereof.

7. Authority. Tenant has full power and authority to enter into this Amendment and the person signing on behalf of Tenant has been fully authorized to do so by all necessary corporate, limited liability company or partnership action on the part of Tenant. Landlord has full power and authority to enter into this Amendment and the person signing on behalf of Landlord has been fully authorized to do so by all necessary corporate, limited liability company or partnership action on the part of Landlord.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**"Landlord"**  
and **"TC Riverside"**:

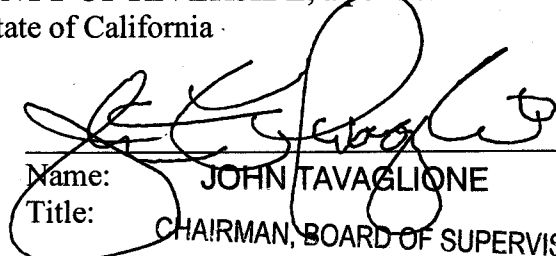
**TC RIVERSIDE MOB, LLC,**  
a Delaware limited liability company

By: Trammell Crow So. Cal. Healthcare  
Development, Inc., a Delaware corporation  
Its Managing Member

By:   
Name: THOMAS PAX  
Title: President's LEO

**"Tenant":**

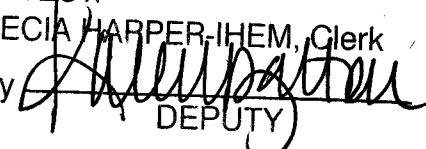
**COUNTY OF RIVERSIDE,** a political subdivision of  
the State of California

By:   
Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

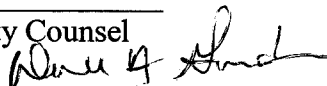
Attest:

\_\_\_\_\_  
[Clerk of the Board]

By: \_\_\_\_\_  
[Title]

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel  
  
By: Dale A. Gardner  
[Deputy County Counsel]

**EXHIBIT A**

**[ATTACH CONFIRMATION FORM AND DOCUMENTS]**

**APPROVAL CONFIRMATION OF  
FINAL DRAWINGS AND SPECIFICATIONS, FINAL PROJECT BUDGET,  
FINAL RENT SCHEDULE AND FINAL PROJECT SCHEDULE**

COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "County"), and TC RIVERSIDE MOB, LLC, a Delaware limited liability company ("TC Riverside") have entered into that certain (i) Ground Lease dated as of April 18, 2017 (the "Ground Lease") whereby the County, as ground lessor ("Ground Lessor") leases to TC Riverside, as ground lessee ("Ground Lessee") certain land upon which the Ground Lessee will develop the MOB Improvements and the Medical Center Improvements (the "Leased Premises") and (ii) Facilities Lease Agreement dated as of April 18, 2017 (the "Facilities Lease") whereby the TC Riverside, as landlord ("Landlord") leases to TC Riverside, as tenant ("Tenant") the Leased Premises. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Ground Lease and the Facilities Lease, as applicable. Except as otherwise expressly provided below, each reference to (i) the "County" shall be to the County in its capacity as Ground Lessor under the Ground Lease and Tenant under the Facilities Lease and (ii) the "TC Riverside" shall be to the TC Riverside in its capacity as Ground Lessee under the Ground Lease and Landlord under the Facilities Lease

Pursuant to terms and conditions of the Ground Lease and Facilities Lease, TC Riverside shall prepare and submit to County for County's approval certain documents and schedules for the development of the MOB Improvements and the Medical Center Improvements on the Leased Premises.

TC Riverside has prepared and submitted to County and County confirms that TC Riverside has presented to County for County's review and approval of the following documents (each of which is attached hereto):

1. Final Drawings and Specifications as set forth in Exhibit H-6 of the Facilities Lease
2. Final Project Budget as set forth in Exhibit H-4 of the Facilities Lease
3. Final Rent Schedule as set forth in Exhibit H-5 of the Facilities Lease
4. Final Project Schedule as set forth in Exhibit E of the Facilities Lease

Collectively, the above referenced documents will hereinafter be referred to as the "Documents".

By submission of the Documents by TC Riverside to County, TC Riverside confirms that it has finalized and approved said Documents.

The amounts in the Final Project Budget and/or Final Rent Schedule do not exceed the amounts approved in the Ground Lease and Facilities Lease by Minute Order Item 3.29 (ID # 3821) by the Board of Supervisors for the County of Riverside ("Board"); therefore, Board approval is not required in order to approve the Documents and the authorized delegate, Assistant County Executive Officer of the Economic Development Agency, as set forth in the Ground Lease and Facilities Lease may approve and execute this Approval Confirmation. Now, County confirms that County has reviewed the Documents and said Documents have been approved by County by

and through the delegate and administrator of the Ground Lease and Facilities Lease authorized by the Board.

Upon mutual approval by TC Riverside and County of the Documents, the Final Drawings and Specifications, the Final Project Budget, Final Rent Schedule and Final Project Schedule, which shall also include the Tenant Improvements and Lobby/Café and Courtyard Improvements, shall supersede the previous Preliminary Drawings, Preliminary Project Budget, Preliminary Rent Schedule and Preliminary Project Schedule and shall be attached to the Facilities Lease.

IN WITNESS WHEREOF, County has executed this Approval Confirmation upon the date indicated below.

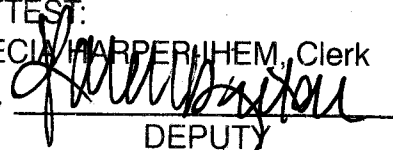
**GROUND LESSOR** (and TENANT under the Facilities Lease):

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
\_\_\_\_\_

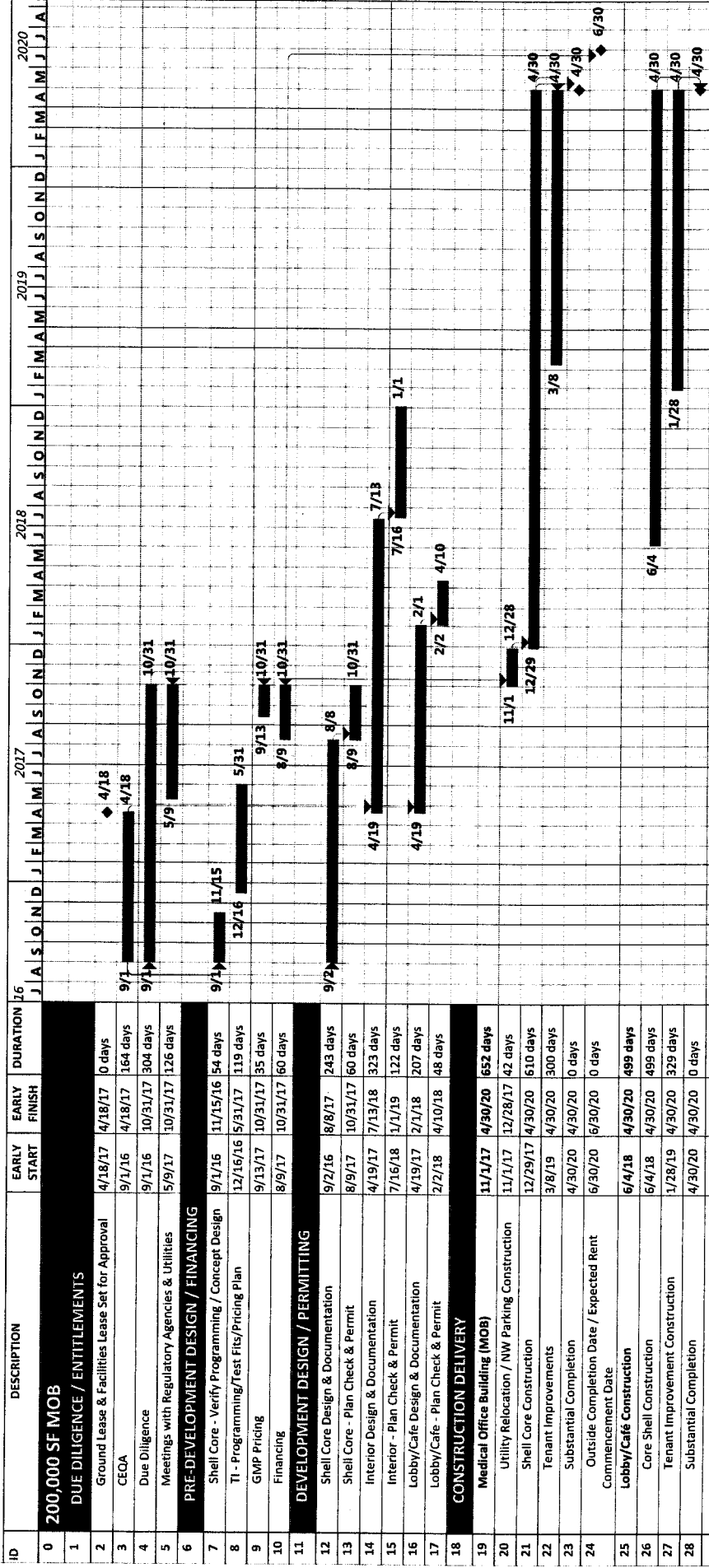
By: \_\_\_\_\_

ATTEST:  
KECIA HARPER, HEM., Clerk  
By:   
DEPUTY

APPROVED AS TO FORM:

County Counsel  
  
By: Dale A. Gardner

Exhibit E  
Final Project Schedule



This schedule assumes a closing date of 10/31/17 for the construction loan for the MOB. In the event said construction loan actually closes after 10/31/17, all dates in this schedule will be extended day-for-day for a period equal to the period from (including) 10/31/17 until (including) th...



**RUHS MEDICAL OFFICE BUILDING**  
3 STORY - 200,000 SF  
11/3/17



**EXHIBIT H-4**  
**FINAL PROJECT BUDGET**  
**Riverside University Health System**  
**200,000 sf**

Final 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	<u>\$ 109,733,333</u>
Contingency (5% Excluding Allowances)	<u>\$ 3,666,667</u>
Total Final Project Budget	<u><u>\$ 113,400,000</u></u>

\* Based on the current plans for the Tenant Improvements and Lobby/Café, Courtyard Improvements, the current estimated cost for these items is \$72.4M. Landlord has agreed to provide Tenant an Additional Allowance of \$39M for costs incurred for Tenant Improvements and Lobby/Cafe and Courtyard Improvements.

### **Exhibit H-5 – Final 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.



**RUHS - MOB**  
 266000 Cactus Ave.  
 Moreno Valley, CA 92555

**Exhibit H-6**  
**Final Drawings & Specifications**

SHEET CATEGORY	LATEST SHEET INDEX	DESCRIPTION	ORIGINAL PREPARATION DATE	LATEST REVISION DATE
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Architectural	A0.1	TITLE SHEET	12/20/2016	8/8/2017
Architectural	A0.1a	SHEET INDEX	12/20/2016	8/8/2017
Architectural	A0.1b	PROJECT DATA	12/20/2016	8/8/2017
Architectural	A0.2	GENERAL NOTES	12/20/2016	8/8/2017
Architectural	A0.3	ACCESSIBILITY NOTES & DETAILS	12/20/2016	8/8/2017
Architectural	A0.3a	ACCESSIBILITY DETAILS	12/20/2016	8/8/2017
Architectural	A0.4	CAL GREEN NOTES	12/20/2016	8/8/2017
Architectural	A0.4a	CAL GREEN NOTES	12/20/2016	8/8/2017
Architectural	A0.5	EGRESS PLAN - SITE PLAN	12/20/2016	8/8/2017
Architectural	A0.5a	OCCUPANCY AND EGRESS PLAN - FIRST FLOOR	12/20/2016	8/8/2017
Architectural	A0.5b	OCCUPANCY AND EGRESS PLAN - SECOND FLOOR	12/20/2016	8/8/2017
Architectural	A0.5c	OCCUPANCY AND EGRESS PLAN - THIRD FLOOR	12/20/2016	8/8/2017
Architectural	AD1.0	DEMO SITE PLAN	8/8/2017	8/8/2017
Architectural	A1.0	M.O.B. SITE PLAN	12/20/2016	8/8/2017
Architectural	A1.0a	ENLARGED SITE PLAN DETAILS	12/20/2016	8/8/2017
Architectural	A1.0b	ENLARGED SITE PLAN DETAILS	8/8/2017	8/8/2017
Architectural	A1.0c	ENLARGED SITE PLAN DETAILS	8/8/2017	8/8/2017
Architectural	A2.1	OVERALL FIRST FLOOR PLAN	12/20/2016	8/8/2017
Architectural	A2.1a	FIRST FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.1b	FIRST FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.1c	FIRST FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.1d	FIRST FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.2	OVERALL SECOND FLOOR PLAN	12/20/2016	8/8/2017
Architectural	A2.2a	SECOND FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.2b	SECOND FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.2c	SECOND FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.2d	SECOND FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.3	OVERALL THIRD FLOOR PLAN	12/20/2016	8/8/2017
Architectural	A2.3a	THIRD FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.3b	THIRD FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.3c	THIRD FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.3d	THIRD FLOOR PARTIAL PLAN	12/20/2016	8/8/2017
Architectural	A2.4	EQUIPMENT ROOF PLAN	12/20/2016	8/8/2017
Architectural	A2.5	BRIDGE PLANS AND SECTIONS	12/20/2016	8/8/2017
Architectural	A2.6	FRONT CANOPY PLANS	12/20/2016	8/8/2017
Architectural	A2.7	FIRST FLOOR REFLECTED CEILING PLAN	6/13/2017	8/8/2017
Architectural	A3.1	OVERALL ROOF PLAN	12/20/2016	8/8/2017
Architectural	A3.1a	PARTIAL ROOF PLAN	12/20/2016	8/8/2017
Architectural	A3.1b	PARTIAL ROOF PLAN	12/20/2016	8/8/2017
Architectural	A3.1c	PARTIAL ROOF PLAN	12/20/2016	8/8/2017

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Architectural	A3.1d	PARTIAL ROOF PLAN	12/20/2016	8/8/2017
Architectural	A4.1	EXTERIOR ELEVATIONS	12/20/2016	8/8/2017
Architectural	A4.2	EXTERIOR ELEVATIONS	12/20/2016	8/8/2017
Architectural	A4.3	EXTERIOR ELEVATIONS	12/20/2016	8/8/2017
Architectural	A4.4	EXTERIOR ELEVATIONS	12/20/2016	8/8/2017
Architectural	A4.5	FRONT CANOPY ELEVATIONS	12/20/2016	8/8/2017
Architectural	A4.6	EXTERIOR 3D VIEWS	8/8/2017	8/8/2017
Architectural	A4.7	EXTERIOR 3D VIEWS	8/8/2017	8/8/2017
Architectural	A5.0	BUILDING SECTIONS	12/20/2016	8/8/2017
Architectural	A5.0a	BUILDING SECTIONS	12/20/2016	8/8/2017
Architectural	A5.1	WALL SECTIONS	12/20/2016	8/8/2017
Architectural	A5.2	WALL SECTIONS	12/20/2016	8/8/2017
Architectural	A5.3	WALL SECTIONS	12/20/2016	8/8/2017
Architectural	A5.4	WALL SECTIONS	12/20/2016	8/8/2017
Architectural	A5.5	WALL SECTIONS	12/20/2016	8/8/2017
Architectural	A5.6	WALL SECTIONS	8/8/2017	8/8/2017
Architectural	A5.7	FRONT CANOPY SECTIONS	12/20/2016	8/8/2017
Architectural	A6.1	ENLARGED FIRST & SECOND FLOOR PLANS	12/20/2016	8/8/2017
Architectural	A6.1a	ENLARGED THIRD FLOOR PLAN & STAIR #2 SECTIONS	12/20/2016	8/8/2017
Architectural	A6.2	ENLARGED FIRST & SECOND FLOOR PLANS	12/20/2016	8/8/2017
Architectural	A6.2a	ENLARGED THIRD FLOOR PLAN & STAIR #3 SECTIONS	12/20/2016	8/8/2017
Architectural	A6.3	ELEVATORS SECTIONS	12/20/2016	8/8/2017
Architectural	A6.4	ENLARGED STAIR #1 PLANS AND SECTIONS	12/20/2016	8/8/2017
Architectural	A6.5	ENLARGED STAIR #4 PLANS AND SECTIONS	12/20/2016	8/8/2017
Architectural	A7.1	DOOR SCHEDULE	12/20/2016	8/8/2017
Architectural	A8.1	DETAILS	6/13/2017	8/8/2017
Architectural	A8.2	DETAILS	6/13/2017	8/8/2017
Architectural	A8.2a	DETAILS	8/8/2017	8/8/2017
Architectural	A8.3	DETAILS	6/13/2017	8/8/2017
Architectural	A8.3a	DETAILS	6/13/2017	8/8/2017
Architectural	A8.3b	DETAILS	8/8/2017	8/8/2017
Architectural	A8.3c	DETAILS	8/8/2017	8/8/2017
Architectural	A8.4	DETAILS	6/13/2017	8/8/2017
Architectural	A8.4a	DETAILS	8/8/2017	8/8/2017
Architectural	A8.5	DETAILS	6/13/2017	8/8/2017
Architectural	A8.5a	DETAILS	8/8/2017	8/8/2017
Architectural	A8.6	DETAILS	6/13/2017	8/8/2017
Architectural	A8.7	DETAILS	6/13/2017	8/8/2017

Structural	S0.1	GENERAL NOTES	12/20/2016	8/8/2017
Structural	S0.2	GENERAL NOTES	12/20/2016	8/8/2017
Structural	S0.3	GENERAL NOTES	6/13/2017	8/8/2017
Structural	S0.4	ABBREVIATIONS AND SYMBOLS	12/20/2016	8/8/2017
Structural	S1.0	SITE PLAN	8/8/2017	8/8/2017
Structural	S1.1	SITE STRUCTURES	8/8/2017	8/8/2017

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Structural	S1.2	SITE STRUCTURES	8/8/2017	8/8/2017
Structural	S1.10	SITE DETAILS	8/8/2017	8/8/2017
Structural	S2.1	OVERALL FOUNDATION PLAN	12/20/2016	8/8/2017
Structural	S2.2	OVERALL SECOND FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.3	OVERALL THIRD FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.4	OVERALL ROOF FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.5	OVERALL HIGH ROOF PLAN	12/20/2016	8/8/2017
Structural	S2.1A	PARTIAL FOUNDATION PLAN	12/20/2016	8/8/2017
Structural	S2.1B	PARTIAL FOUNDATION PLAN	12/20/2016	8/8/2017
Structural	S2.1C	PARTIAL FOUNDATION PLAN	12/20/2016	8/8/2017
Structural	S2.1D	PARTIAL FOUNDATION PLAN	12/20/2016	8/8/2017
Structural	S2.2A	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.2B	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.2C	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.2D	PARTIAL SECOND FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.3A	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.3B	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.3C	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.3D	PARTIAL THIRD FLOOR FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.4A	PARTIAL ROOF FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.4B	PARTIAL ROOF FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.4C	PARTIAL ROOF FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.4D	PARTIAL ROOF FRAMING PLAN	12/20/2016	8/8/2017
Structural	S2.6	CORE & SHELL - FIRST FLOOR OVERALL PLAN	6/13/2017	8/8/2017
Structural	S2.7	CORE & SHELL - SECOND FLOOR OVERALL PLAN	6/13/2017	8/8/2017
Structural	S2.8	CORE & SHELL - THIRD FLOOR OVERALL PLAN	6/13/2017	8/8/2017
Structural	S2.9	CORE & SHELL - ROOF OVERALL PLAN	6/13/2017	8/8/2017
Structural	S2.10	CORE & SHELL - HIGH ROOF OVERALL PLAN	6/13/2017	8/8/2017
Structural	S3.1	PARTIAL HIGH ROOF PLANS	12/20/2016	8/8/2017
Structural	S3.2	ENTRANCE CANOPY PARTIAL PLANS	12/20/2016	8/8/2017
Structural	S3.3	BRIDGE PARTIAL PLANS	12/20/2016	8/8/2017
Structural	S3.4	ENLARGED PLANS - ELEVATOR CORE - AREA A	12/20/2016	8/8/2017
Structural	S3.5	ENLARGED PLANS - ELEVATOR CORE - AREA B	12/20/2016	8/8/2017
Structural	S4.1	FRAME ELEVATIONS	12/20/2016	8/8/2017
Structural	S4.2	FRAME ELEVATIONS	12/20/2016	8/8/2017
Structural	S4.3	FRAME ELEVATIONS	12/20/2016	8/8/2017
Structural	S4.4	FRAME ELEVATIONS	12/20/2016	8/8/2017
Structural	S4.5	CORE & SHELL - EXTERIOR WALL ELEVATIONS	6/13/2017	8/8/2017
Structural	S4.6	CORE & SHELL - EXTERIOR WALL ELEVATIONS	6/13/2017	8/8/2017
Structural	S4.7	CORE & SHELL - EXTERIOR WALL ELEVATIONS	6/13/2017	8/8/2017
Structural	S4.8	CORE & SHELL - EXTERIOR WALL ELEVATIONS	6/13/2017	8/8/2017
Structural	S4.9	CORE & SHELL - EXTERIOR WALL ELEVATIONS	6/13/2017	8/8/2017
Structural	S5.1	TYPICAL CONCRETE DETAILS	12/20/2016	8/8/2017
Structural	S5.2	TYPICAL CONCRETE DETAILS	12/20/2016	8/8/2017
Structural	S5.3	CONCRETE DETAILS	12/20/2016	8/8/2017
Structural	S5.4	CONCRETE DETAILS	6/13/2017	8/8/2017

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Structural	S6.1	TYPICAL STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.2	TYPICAL STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.3	TYPICAL STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.4	TYPICAL STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.5	STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.6	STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.7	STEEL DETAILS	12/20/2016	8/8/2017
Structural	S6.8	STEEL DETAILS	6/13/2017	8/8/2017
Structural	S6.9	STEEL DETAILS	6/13/2017	8/8/2017
Structural	S7.1	ENLARGED PLANS - STAIRS	12/20/2016	8/8/2017
Structural	S7.2	ENLARGED PLANS - STAIRS	12/20/2016	8/8/2017
Structural	S7.3	STAIR DETAILS	12/20/2016	8/8/2017
Structural	S8.1	CORE & SHELL - EXTERIOR WALL SECTIONS	6/13/2017	8/8/2017
Structural	S8.2	CORE & SHELL - EXTERIOR WALL SECTIONS	6/13/2017	8/8/2017
Structural	S8.3	CORE & SHELL - EXTERIOR WALL SECTIONS	6/13/2017	8/8/2017
Structural	S8.4	CORE & SHELL - EXTERIOR WALL SECTIONS	6/13/2017	8/8/2017
Structural	S8.5	CORE & SHELL - EXTERIOR WALL SECTIONS	6/13/2017	8/8/2017
Structural	S8.6	CORE & SHELL - EXTERIOR WALL SECTIONS	8/8/2017	8/8/2017
Structural	S8.7	CORE & SHELL - EXTERIOR WALL SECTIONS	8/8/2017	8/8/2017
Structural	S8.8	CORE & SHELL - EXTERIOR WALL SECTIONS	8/8/2017	8/8/2017
Structural	S9.1	TYPICAL METAL STUD DETAILS	6/13/2017	8/8/2017
Structural	S9.2	TYPICAL METAL STUD DETAILS	6/13/2017	8/8/2017
Structural	S9.3	TYPICAL METAL STUD DETAILS	6/13/2017	8/8/2017
Structural	S9.4	METAL STUD DETAILS	6/13/2017	8/8/2017
Structural	S9.5	METAL STUD DETAILS	8/8/2017	8/8/2017
Structural	S9.6	METAL STUD DETAILS	8/8/2017	8/8/2017
Structural	SP100	SP GENERAL NOTES	12/20/2016	8/8/2017
Structural	SP101	SP GENERAL NOTES	12/20/2016	8/8/2017
Structural	SP102	SP COLUMN, A-TYPE W	12/20/2016	8/8/2017
Structural	SP103	SP COLUMN, B-TYPE W	12/20/2016	8/8/2017
Structural	SP104	SP COLUMN, MISC	12/20/2016	8/8/2017
Structural	SP105	SP BEAM END, U-PL W (EXTENDED)	12/20/2016	8/8/2017
Structural	SP106	SP ERECTION, W (EXTENDED)	12/20/2016	8/8/2017

Mechanical	M0.1	LEGENDS, ABBREVIATIONS AND NOTES	12/20/2016	8/8/2017
Mechanical	M0.2	SCHEDULES	6/13/2017	8/8/2017
Mechanical	M0.3	SCHEDULES	8/8/2017	8/8/2017
Mechanical	M0.4	TITLE 24 COMPLIANCE FORMS	8/8/2017	8/8/2017
Mechanical	M0.5	TITLE 24 COMPLIANCE FORMS	8/8/2017	8/8/2017
Mechanical	M2.1	OVERALL FIRST FLOOR MECHANICAL PLAN	12/20/2016	8/8/2017
Mechanical	M2.2	OVERALL SECOND FLOOR MECHANICAL PLAN	12/20/2016	8/8/2017
Mechanical	M2.3	OVERALL THIRD FLOOR MECHANICAL PLAN	12/20/2016	8/8/2017
Mechanical	M3.1	OVERALL MECHANICAL ROOF PLAN	12/20/2016	8/8/2017
Mechanical	M4.1	AIRFLOW RISER DIAGRAM	8/8/2017	8/8/2017
Mechanical	M4.2	PIPING RISER DIAGRAM	8/8/2017	8/8/2017

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Mechanical	M5.1	MECHANICAL DETAILS	12/20/2016	8/8/2017
Mechanical	M5.2	MECHANICAL DETAILS	12/20/2016	8/8/2017
Mechanical	M6.1	WIRING AND CONTROLS	6/13/2017	8/8/2017
Mechanical	M6.2	WIRING AND CONTROLS	6/13/2017	8/8/2017
Mechanical	M6.3	WIRING AND CONTROLS	6/13/2017	8/8/2017
Mechanical	M6.4	WIRING AND CONTROLS	6/13/2017	8/8/2017
Mechanical	M6.5	WIRING AND CONTROLS	8/8/2017	8/8/2017

Electrical	E0.1	ELECTRICAL SYMBOL LIST	12/20/2016	8/8/2017
Electrical	E1.1	SITE UTILITY PLAN	12/20/2016	8/8/2017
Electrical	E1.2	SITE POWER PLAN	6/13/2017	8/8/2017
Electrical	E1.3	SITE LIGHTING PLAN	6/13/2017	8/8/2017
Electrical	E1.4	SITE LIGHTING PHOTOMETRIC PLAN	8/8/2017	8/8/2017
Electrical	E2.1	FIRST FLOOR POWER AND LIGHTING PLAN	12/20/2016	8/8/2017
Electrical	E2.2	SECOND FLOOR POWER AND LIGHTING PLAN	6/13/2017	8/8/2017
Electrical	E2.3	THIRD FLOOR POWER AND LIGHTING PLAN	6/13/2017	8/8/2017
Electrical	E2.4	ROOF POWER AND LIGHTING PLAN	12/20/2016	8/8/2017
Electrical	E4.1	SINGLE LINE DISTRIBUTION DIAGRAM	12/20/2016	8/8/2017
Electrical	E4.2	FEEDER AND TRANSFORMER SCHEDULE	12/20/2016	8/8/2017
Electrical	E4.3	ENLARGED ELECTRICAL ROOMS	12/20/2016	8/8/2017
Electrical	E4.4	PANEL SCHEDULES	6/13/2017	8/8/2017
Electrical	E4.5	PANEL SCHEDULES	8/8/2017	8/8/2017
Electrical	E4.6	GENERATOR SCHEDULE	6/13/2017	8/8/2017
Electrical	E4.7	GENERATOR SPECIFICATIONS	6/13/2017	8/8/2017
Electrical	E4.8	GENERATOR PLANS	6/13/2017	8/8/2017
Electrical	E4.9	ATS SCHEDULES AND SPECIFICATIONS	6/13/2017	8/8/2017
Electrical	E4.10	TELECOM PATHWAYS & GROUNDING RISER DIAGRAM	6/13/2017	8/8/2017
Electrical	E4.11	EMERGENCY DAS	8/8/2017	8/8/2017
Electrical	E4.11B	NEUTRAL HOST DAS SPECIFICATIONS	8/8/2017	8/8/2017
Electrical	E5.1	LIGHTING FIXTURE SCHEDULE	6/13/2017	8/8/2017
Electrical	E5.2	LIGHTING CONTROL SPECIFICATIONS	6/13/2017	8/8/2017
Electrical	E5.3	DISTRIBUTED LIGHTING CONTROLS	6/13/2017	8/8/2017
Electrical	E5.4	TITLE 24 DOCUMENTATION	6/13/2017	8/8/2017
Electrical	E5.5	TITLE 24 DOCUMENTATION	6/13/2017	8/8/2017
Electrical	E5.6	TITLE 24 DOCUMENTATION	6/13/2017	8/8/2017
Electrical	E5.7	TITLE 24 DOCUMENTATION	6/13/2017	8/8/2017
Electrical	E5.8	TITLE 24 DOCUMENTATION	6/13/2017	8/8/2017
Electrical	E6.1	FIRE ALARM SYSTEM SPECIFICATIONS	6/13/2017	8/8/2017
Electrical	E6.2	FIRE ALARM SYSTEM DETAILS	6/13/2017	8/8/2017
Electrical	E7.1	ELEVATOR DETAILS	6/13/2017	8/8/2017
Electrical	E7.2	INTERIOR DETAILS	6/13/2017	8/8/2017
Electrical	E7.3	EXTERIOR DETAILS	6/13/2017	8/8/2017
Electrical	E7.4	ROOF DETAILS	6/13/2017	8/8/2017

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Plumbing	P0.1	GENERAL NOTES, LEGEND, & ABBREVIATIONS	12/20/2016	8/8/2017
Plumbing	P0.2	SCHEDULES	6/13/2017	8/8/2017
Plumbing	P2.1	OVERALL FIRST FLOOR PLAN	12/20/2016	8/8/2017
Plumbing	P2.2	OVERALL SECOND FLOOR PLAN	12/20/2016	8/8/2017
Plumbing	P2.3	OVERALL THIRD FLOOR PLAN	12/20/2016	8/8/2017
Plumbing	P2.4	OVERALL ROOF PLAN	12/20/2016	8/8/2017
Plumbing	P4.1	SANITARY WASTE RISER DIAGRAM	12/20/2016	8/8/2017
Plumbing	P4.2	DOMESTIC WATER RISER DIAGRAM	12/20/2016	8/8/2017
Plumbing	P4.3	STORM DRAIN RISER DIAGRAM	12/20/2016	8/8/2017
Plumbing	P4.4	NATURAL GAS RISER DIAGRAM	12/20/2016	8/8/2017
Plumbing	P6.1	PLUMBING DETAILS	6/13/2017	8/8/2017

Civil	C.1	TITLE SHEET	12/20/2016	8/8/2017
Civil	C.2	PRECISE GRADING PLAN	12/20/2016	8/8/2017
Civil	C.3	PRECISE GRADING PLAN	12/20/2016	8/8/2017
Civil	C.4	PRECISE GRADING PLAN	6/13/2017	8/8/2017
Civil	C.5	PRECISE GRADING PLAN	6/13/2017	8/8/2017
Civil	C.6	PRECISE GRADING DETAILS	8/8/2017	8/8/2017
Civil	C.7	PRECISE GRADING DETAILS	8/8/2017	8/8/2017
Civil	C.8	CROSS SECTIONS	12/20/2016	8/8/2017
Civil	C.9	EROSION CONTROL PLAN	12/20/2016	8/8/2017
Civil	C.10	EROSION CONTROL DETAILS	12/20/2016	8/8/2017
Civil	C.11	STORM DRAIN PLAN	6/13/2017	8/8/2017
Civil	C.12	STORM DRAIN DETAILS	6/13/2017	8/8/2017
Civil	C.13	PRIVATE SEWER	8/8/2017	8/8/2017
Civil	C.14	PRIVATE WATER	6/13/2017	8/8/2017
Civil	C.15	COMPOSITE UTILITY PLAN	6/13/2017	8/8/2017

Landscape	LC-1	CONSTRUCTION PLAN & NOTES	6/7/2017	8/8/2017
Landscape	LC-2	CONSTRUCTION PLAN & NOTES	6/7/2017	8/8/2017
Landscape	LC-3	CONSTRUCTION PLAN, LEGEND & NOTES	6/7/2017	8/8/2017
Landscape	LC-4	CONSTRUCTION PLAN & NOTES	6/7/2017	8/8/2017
Landscape	LC-5	CONSTRUCTION PLAN & NOTES	6/7/2017	8/8/2017
Landscape	LC-6	CONSTRUCTION PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LC-7	CONSTRUCTION PLAN & NOTES	6/7/2017	8/8/2017
Landscape	LC-8	CONSTRUCTION DETAILS	6/7/2017	8/8/2017
Landscape	LC-9	CONSTRUCTION DETAILS	6/7/2017	8/8/2017
Landscape	LC-10	CONSTRUCTION DETAILS	6/7/2017	8/8/2017
Landscape	LC-11	CONSTRUCTION DETAILS	6/7/2017	8/8/2017
Landscape	LI-1	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-2	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-3	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-4	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-5	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-6	IRRIGATION PLAN	6/7/2017	8/8/2017

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Landscape	LI-7	IRRIGATION PLAN	6/7/2017	8/8/2017
Landscape	LI-8	IRRIGATION TITLE SHEET	6/7/2017	8/8/2017
Landscape	LI-9	IRRIGATION INDEX MAP	6/7/2017	8/8/2017
Landscape	LI-10	IRRIGATION LEGEND & NOTES	6/7/2017	8/8/2017
Landscape	LI-11	IRRIGATION NOTES	6/7/2017	8/8/2017
Landscape	LI-12	IRRIGATION HYDROZONE INFORMATION TABLE	6/7/2017	8/8/2017
Landscape	LI-13	IRRIGATION DETAILS	6/7/2017	8/8/2017
Landscape	LI-14	IRRIGATION DETAILS	6/7/2017	8/8/2017
Landscape	LI-15	IRRIGATION DETAILS	6/7/2017	8/8/2017
Landscape	LI-16	IRRIGATION DETAILS	6/7/2017	8/8/2017
Landscape	LI-17	IRRIGATION DOMESTIC WATER LEGEND AND NOTES	6/7/2017	8/8/2017
Landscape	LI-18	IRRIGATION DOMESTIC WATER DETAILS	6/7/2017	8/8/2017
Landscape	LP-1	PLANTING PLAN, LEGEND & NOTES	6/7/2017	8/8/2017
Landscape	LP-2	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-3	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-4	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-5	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-6	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-7	PLANTING PLAN & LEGEND	6/7/2017	8/8/2017
Landscape	LP-8	PLANTING DETAILS	6/7/2017	8/8/2017

SHEET CATEGORY	LATEST SHEET INDEX	DESCRIPTION	ORIGINAL SUBMITTAL DATE TO EMWD	LATEST SUBMITTAL DATE TO EMWD
Landscape	1	Title Sheet	6/8/2017	8/4/2017
Landscape	2	Index Map	6/8/2017	8/4/2017
Landscape	3	Irrigation Plan	6/8/2017	8/4/2017
Landscape	4	Irrigation Plan	6/8/2017	8/4/2017
Landscape	5	Irrigation Plan	6/8/2017	8/4/2017
Landscape	6	Irrigation Plan	6/8/2017	8/4/2017
Landscape	7	Irrigation Plan	6/8/2017	8/4/2017
Landscape	8	Irrigation Plan	6/8/2017	8/4/2017
Landscape	9	Irrigation Legend and Notes	6/8/2017	8/4/2017
Landscape	10	Irrigation Notes	6/8/2017	8/4/2017
Landscape	11	Irrigation Notes	8/4/2017	8/4/2017
Landscape	12	Irrigation Details (1 of 4)	6/8/2017	8/4/2017
Landscape	13	Irrigation Details (2 of 4)	6/8/2017	8/4/2017
Landscape	14	Irrigation Details (3 of 4)	6/8/2017	8/4/2017
Landscape	15	Irrigation Details (4 of 4)	6/8/2017	8/4/2017

DRAFT OF OCTOBER 25, 2017

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated as of October \_\_, 2017

Among

RIVERMED PROPERTY LLC, a Delaware limited liability company,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, and

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee  
for the registered certificate holders, from time to time,  
of the CTL Pass-Through Trust, Series 2017 (County of Riverside)

---

County of Riverside  
26550 Cactus Avenue  
City of Moreno Valley  
County of Riverside, California

This instrument was prepared by  
and when recorded return to:  
Michael D. Robson, Esq.  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601



THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("**Agreement**") is entered into as of October \_\_\_, 2017, by and among RIVERMED PROPERTY LLC, a limited liability company organized under the laws of the State of Delaware ("**Lessor**"), COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**Tenant**"), and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2017 (County of Riverside), whose address is 299 South Main Street, 5th Floor, MAC: U1228-051, Salt Lake City, Utah, 84111 ("**Beneficiary**").

**WITNESSETH:**

WHEREAS, Tenant is the present tenant, and Lessor is the current lessor, under a certain Facilities Lease Agreement dated April 18, 2017 (as heretofore or hereinafter, amended or modified, the "**Lease**") between Lessor (as successor-in-interest to TC Riverside MOB, LLC) and Tenant demising all or a portion of the premises in Moreno Valley, California, commonly known as 26550 Cactus Avenue, City of Moreno Valley, County of Riverside, California and more particularly described on **Exhibit A** (the "**Leased Premises**").

WHEREAS, Tenant has been advised that the Lease has been or will be assigned by Lessor to Beneficiary as security for a financing with an original principal balance of [\$195,313,951.07] (the "**Financing**") secured by a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement (the "**Security Instrument**") to be recorded contemporaneously herewith covering the Leased Premises.

WHEREAS, a condition precedent to Beneficiary's disbursement of proceeds of the Financing is that Lessor obtain this Agreement from Tenant in order to confirm certain matters and to subordinate the Lease and Tenant's interest in the Leased Premises to the lien of the Security Instrument.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant shall promptly provide Beneficiary at its address first shown above with a written notice of any default on the part of the Lessor under the Lease. Beneficiary shall have the option to cure such default within the time allotted to Lessor under the Lease plus ten (10) business days in the case of a monetary default and thirty (30) business days in the case of a non-monetary default. Tenant shall not terminate the Lease or withhold rent during any period that Beneficiary is proceeding to cure any such default with due diligence or (if possession of the Leased Premises is necessary for such cure to be effectuated) during any period that Beneficiary is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default.

2. Without the prior written consent of Beneficiary, Tenant shall not (a) modify or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; (c) accept Lessor's waiver of or release from the performance of any material obligation under the Lease; (d) assign the Lease or sublet the Leased Premises; (e) assign the Lease as collateral security or mortgage or otherwise encumber its leasehold interest (but the foregoing shall not be construed to prohibit Tenant's financing of its

trade fixtures or inventory, or its pledging of its accounts or inventory); or (f) agree with Lessor to terminate the Lease (but the foregoing shall not be construed to negate any express unilateral right of termination which Tenant may have without consent under the Lease). Lessor shall be responsible for securing all such consents.

3. In the event Beneficiary notifies Tenant in writing that that payment of all future rentals be made directly to Beneficiary, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Beneficiary or as otherwise instructed by Beneficiary pursuant to such notice. Lessor hereby consents to such payment and agrees that Tenant shall not be liable to Lessor for any rental payments actually paid to Beneficiary pursuant to this **Section 3**.

4. Subject to the nondisturbance provisions in **Section 10**, the Lease and all right, title and interest of Tenant in, to and under the Lease (including, without limitation, all options or rights of first refusal to purchase the Leased Premises) are now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Security Instrument and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Security Instrument.

5. No provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and permitted assigns. Upon recorded satisfaction of the Security Instrument, this Agreement shall become null and void and be of no further effect.

6. To the extent that the Lease shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument, and Tenant hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Security Instrument. The term "Mortgagee", as used in the Lease, shall be deemed to include Beneficiary, its successors and assigns, including anyone who shall have succeeded to Lessor's interest by, through or under foreclosure of the Security Instrument or deed in lieu of such foreclosure. The term "Mortgage", as used in the Lease, shall be deemed to include the Security Instrument to be recorded contemporaneously herewith.

7. If Beneficiary shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then (i) the Lease shall continue in full force and effect as a direct lease agreement between Tenant and the then owner of the Leased Premises (including Beneficiary or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Tenant shall attorn to Beneficiary or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Beneficiary's or other such owner's succession to the interest of Lessor under the Lease, Tenant shall have the same remedies against Beneficiary or such other owner for the breach of any

covenant contained in the Lease that Tenant might have had under the Lease against Lessor, except that neither Beneficiary nor any other such owner shall be:

(a) liable for any act or omission of, or for performance of any obligation of, any prior lessor (including Lessor), including any obligation to repair or restore the Leased Premises, and Beneficiary shall not be liable for any obligation to expand any part of the Leased Premises; or

(b) subject to any offsets or defenses which Tenant might have against any prior lessor (including Lessor); or

(c) bound by any prepayment of rent or additional rent which Tenant might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Beneficiary or such other owner; or

(d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given after the date hereof without the written consent of Beneficiary or any subsequent holder of the Security Instrument, to the extent that such consent is required pursuant to **Section 2**; or

(e) bound by any representations or warranties of Lessor under the Lease.

8. To the extent that Tenant may be entitled in any state or jurisdiction to claim or benefit from any immunity (whether characterized as state immunity, sovereign immunity, act of state or otherwise) now or hereafter for itself or any of its property or assets (which it now has or may hereafter acquire) in respect of its obligations under this Agreement or the Lease from service of process or other documents relating to proceedings, jurisdiction, suit, judgement, execution, attachment (whether before awarded or judgement, in aid or execution or otherwise) or legal process or to the extent that in any such jurisdiction there may be attributed to it or any of its property or assets such immunity (whether or not claimed), Tenant expressly, unconditionally and irrevocably agrees not to claim, invoke or permit to be invoked on it or its property or assets' behalf or for it or its property or assets' benefit and hereby expressly, unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction. Subject to any applicable appellate rights, Tenant consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with the proceedings including, without limitation, the making enforcement or execution against any property or assets whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings. Tenant irrevocably and unconditionally acknowledges that the execution, delivery and performance of this Agreement and the Lease constitute private and commercial (and not public) acts of Tenant.

9. Tenant acknowledges and agrees that, if Tenant shall request any change in the work to be performed by Lessor under the Lease after Tenant's approval of the Final Project Budget (including, without limitation, any change described in Section 18.3 of the Work Letter) (a "**Tenant Change**"), such Tenant Change shall be subject to the approval of Beneficiary (which approval shall not be unreasonably withheld or delayed); *provided* that any Tenant Change that

would result in an increase in the Total Project Costs over the amount set forth in the Final Project Budget (the excess of the Total Project Costs assuming such Tenant Change is implemented over the Final Project Budget without giving effect to such change being referred to as the “**Additional Costs**”) shall, except as otherwise provided herein, be subject to the approval of Beneficiary in its sole and absolute discretion. In the event that Tenant requests a Tenant Change that results in Additional Costs, Lessor shall request that Beneficiary increase the amount of the Financing by the amount of the Additional Costs to finance the Tenant Change on the same terms and conditions as the lender financing for the Final Project Budget (without the Tenant Change) and if Beneficiary agrees to do so, (i) the Financing shall be modified and Tenant shall reimburse Lessor for any additional or increased monthly payments under the Financing in the form of additional Monthly Base Rent, (ii) the Final Rent Schedule shall be modified accordingly and (iii) if necessary, Lessor and Tenant shall return to the Board of Supervisors for any additional Board approvals. Notwithstanding the immediately preceding sentence, if Tenant requests a Tenant Change that results in Additional Costs, Lessor shall not be obligated to request approval of such Tenant Change from Beneficiary, and Beneficiary approval shall not be required with respect to such Tenant Change, if Tenant agrees in writing to pay, and pays to Lessor a lump sum the Additional Costs prior to the commencement of work with respect to such Tenant Change.

10. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or in the performance of any part of the terms, covenants or conditions of the Lease on Tenant’s part to be performed, Tenant’s possession of the Leased Premises under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Beneficiary and Beneficiary will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant’s interest and estate under the Lease because of any default under the Security Instrument.

11. The lien of the Security Instrument shall unconditionally be and remain at all times a lien on Lessor’s interest in the Leased Premises prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Leased Premises or any portion thereof. Any option or right of first refusal that Tenant may have to purchase the Leased Premises shall not apply in the context of a sale by foreclosure or a deed in lieu of foreclosure but such option or right of first refusal shall continue in full force and effect to future transfers following such sale by foreclosure or a deed in lieu of foreclosure. Tenant shall execute promptly whatever documents Beneficiary may request from time to time in order to confirm the foregoing.

12. Tenant acknowledges that, notwithstanding anything contained in the Lease or herein to the contrary, (i) Tenant’s obligation to pay Monthly Rent and Additional Rent shall not be subject to abatement, set-off or reduction unless such abatement, set-off or reduction is covered in full by insurance payable to Landlord and (ii) the Lease shall not be subject to termination (and Tenant, by its execution of this Agreement, is hereby irrevocably and unconditionally waiving all of its rights to terminate the Lease pursuant to the terms therein) except in connection with a termination of the Lease (a) by Tenant pursuant to Section 5 of the Lease or (b) by Landlord in connection with an event of default (beyond any notice and cure periods) under the Lease (a “**Termination Event**”). Tenant acknowledges that any exercise by Tenant of its right to terminate the Lease pursuant to the terms of Section 5 of the Lease shall be subject to the terms of the Lease and this Agreement.

13. Landlord acknowledges that (i) the Lease shall not be subject to termination other than in connection with a Termination Event, (ii) Landlord has irrevocably and unconditionally waived (or by its execution of this Agreement is hereby irrevocably and unconditionally waiving) all of its rights to terminate the Lease pursuant to the terms therein except for its right to terminate the Lease in connection with an event of default (beyond any notice and cure periods) under the Lease and (iii) so long as the Lease remains in full force and effect and Tenant is not in default of its obligations under the Lease, any condemnation award shall be payable to Tenant.

14. It is the express intention of Lessor and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary; provided, however, that in the event Tenant acquires the right, title, interest and estate of Lessor in and to the Leased Premises, whether pursuant to any purchase option or right of first refusal granted in the Lease or otherwise, if either (i) the indebtedness secured by the Security Instrument is satisfied or (ii) Tenant assumes or unconditionally guaranties the indebtedness secured by the Security Instrument (on a recourse basis), then in such event the estates of Lessor and Tenant in and to the Leased Premises shall merge and the Lease will be extinguished.

15. This Agreement shall be construed under the laws of the State of California applicable to contracts made and to be performed therein (excluding its choice-of-law principles).

16. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

17. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.


18. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

[The remainder of this page intentionally left blank]

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE, AMONG OTHER THINGS, IT AFFECTS THE PRIORITY OF YOUR LEASE AND BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

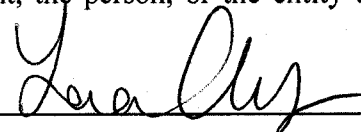
IN WITNESS WHEREOF the undersigned parties have executed this Agreement under seal as of the day and year first above written.

RIVERMED PROPERTY LLC, a Delaware limited liability company

By:   
Name: David M. Ledy  
Title: Vice President

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On the 30 day of October in the year 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared David M. Ledy, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_

Notary Public

Printed Name: Laura Chabza

(Seal)

Commission expires:

LAURA ANNE CHABZA  
Notary Public, State of New York  
Registration #01CH6327904  
Qualified in New York County  
Commission Expires July 20, 2019

COUNTY OF RIVERSIDE, a political subdivision of the State of California

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 03/27/17  
DALE A. GARDNER DATE

By: [Signature]  
Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By: [Signature]  
DEPUTY

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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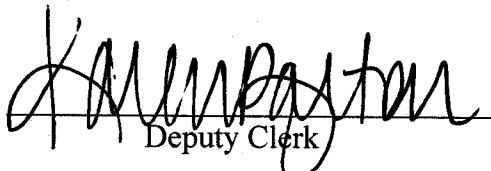
On November 14, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)





**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT "A"

PARCEL 1: (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° 33' 57" 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 491.00 FEET; THENCE NORTH 00° 06' 55" 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 101.70 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 13.12 FEET; THENCE NORTH 43° 23' 12" WEST 10.80 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 41.42 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.

PARCEL 2: (NORTHWEST PARKING AND 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

EXHIBIT A  
(to Subordination, Non-Disturbance and Attornment Agreement)

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 00° 01'30" WEST 53.00 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.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, ACCESS AND OTHER NON-EXCLUSIVE EASEMENTS OVER THE ADJACENT MEDICAL CENTER PROPERTY DESCRIBED IN THE LEASE HEREINAFTER MENTIONED FOR THE PURPOSES STATED IN SECTIONS 2.2(B) AND 2.2(C) OF THAT CERTAIN GROUND LEASE DATED APRIL 18, 2017, BY AND BETWEEN THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS LESSOR, AND TC RIVERSIDE MOB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS REFERENCED IN THAT CERTAIN MEMORANDUM OF LEASE RECORDED SEPTEMBER \_\_, 2017 AS INSTRUMENT NO. 2017-\_\_\_\_\_ IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DRAFT OF OCTOBER 25, 2017

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GROUND LESSOR ESTOPPEL, CONSENT, AND NON-DISTURBANCE AGREEMENT

Dated as of October \_\_, 2017

Among

RIVERMED PROPERTY LLC, a Delaware limited liability company,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, and

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee  
for the registered certificate holders, from time to time,  
of the CTL Pass-Through Trust, Series 2017 (County of Riverside)

---

County of Riverside  
26550 Cactus Avenue  
City of Moreno Valley  
County of Riverside, California

This instrument was prepared by  
and when recorded return to:  
Michael D. Robson, Esq.  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601

THIS GROUND LESSOR ESTOPPEL, CONSENT, AND NON-DISTURBANCE AGREEMENT (the "**Agreement**"), is entered into as of October \_\_, 2017, by and between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee, for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2017 (County of Riverside), having an address at 299 South Main Street, 5th Floor, Salt Lake City, Utah, 84111 (together with its successors and assigns, "**Beneficiary**"), COUNTY OF RIVERSIDE, a political subdivision of the State of California having an office at Economic Development Agency – Real Estate Division, 3403 Tenth Street, Suite 400, Riverside, California 92501 ("**Ground Lessor**"), and RIVERMED PROPERTY LLC, a limited liability company organized under the laws of the State of Delaware, having an office at c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019 ("**Company**").

**WITNESSETH:**

WHEREAS, Ground Lessor and Company (as successor-in-interest to TC Riverside MOB, LLC) have entered into the certain Ground Lease Agreement dated April 18, 2017 (which lease, as the same may be amended, supplemented, modified or extended, is hereinafter called the "**Ground Lease**"), with respect to certain property located in Moreno Valley, California more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Leased Premises**"); a copy of which has been provided by Ground Lessor and Company to Beneficiary; and except as otherwise expressly provided herein or unless the context otherwise requires, the terms that are capitalized herein shall have the meanings specified in the Ground Lease;

WHEREAS, Company owns certain buildings and footings, foundations and other improvements relating thereto (the "**Improvements**") on the Leased Premises (Company's leasehold interest in the Leased Premises, ownership interest in the Improvements, and all of Company's other rights, title and interest under the Ground Lease, are herein referred to as the "**Property**");

WHEREAS, Company and Beneficiary have entered or are entering into a Note Purchase Agreement dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "**Note Agreement**"), pursuant to which Company has issued a Note (as defined in the Note Agreement) to Beneficiary (the principal, interest, fees and other amounts owing under the Note Agreement or the other documents executed in connection therewith and all of Company's other obligations thereunder being referred to collectively herein as the "**Debt**"), secured by a first lien mortgage on the Property and/or various other collateral security documents dated as of the date hereof, as may be amended from time to time (the "**Security Instrument**"; together with the Note Agreement, the Note and the other documents now or hereafter executed in connection therewith collectively being referred to herein as the "**Note Documents**"); and

WHEREAS, the parties are entering into this Agreement to (1) to confirm certain understandings of the parties with respect to the Ground Lease; (2) to confirm that Beneficiary is a mortgagee or leasehold mortgagee under the terms of the Ground Lease and is the only mortgagee or leasehold mortgagee so recognized at this time; (3) to provide for an estoppel and non-disturbance agreement in favor of Beneficiary contemplated by the Ground Lease and (4) to satisfy certain conditions of the Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises contained hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties, Beneficiary, Company and Ground Lessor hereby agree as follows:

A. ESTOPPEL CERTIFICATE.

Ground Lessor and Company, each as to itself only, hereby represents and warrants to Beneficiary, who is relying upon the truth of the representations and warranties as contained herein, that:

a. the Ground Lease has not been amended, modified, canceled or supplemented;

b. the Ground Lease is in full force and effect and constitutes the legal binding and enforceable obligation of Ground Lessor and Company, as applicable;

c. the Ground Lease, this Agreement, that certain Facilities Lease Agreement dated April 18, 2017 (as amended, supplemented or modified, the "**Sublease**") by and between Company (as successor-in-interest to TC Riverside MOB, LLC), as lessor, and County of Riverside, a political subdivision of the State of California (the "**Sublessee**"), and the Subordination, Non-Disturbance and Attornment Agreement dated as of the date hereof among Ground Lessor, Company and Beneficiary are the only agreements between Company and Ground Lessor affecting or relating to the use, occupancy or ownership of the Property and the Improvements and represent the entire agreement between Ground Lessor and Company with respect to the Property;

d. to its actual knowledge, no default exists under the Ground Lease (a "**Ground Lease Default**") and no event of default exists (i.e., a default after expiration of applicable notice and cure periods) under the Ground Lease (a "**Ground Lease Event of Default**") and no condition exists or event has occurred (or has failed to occur) which, with the passage of time or the giving of notice or both would constitute a Ground Lease Default or a Ground Lease Event of Default and Ground Lessor has no claim against Company and no offset or defense to enforcement of any terms of the Ground Lease;

e. Ground Lessor represents and warrants that the Ground Lessor (a) has fee simple title to the Leased Premises and is the sole and exclusive owners of the Leased Premises, (b) has no knowledge of any liens and encumbrances, contractual rights or claims, previous transfers or conveyances, or agreements to transfer or convey, except the Ground Lease and such other interests included in the definition of Permitted Encumbrances contained in **Section 2.17** of the Security Instrument, (c) has full power and authority to enter into this Agreement, and (d) has received no other notice of mortgage in accordance with the Ground Lease and has no knowledge of any transfer, pledge, or assignment of the Ground Lease except for the Security Instrument;

f. all rental, additional rent and all other charges and obligations of Company under the Ground Lease have been paid in full up to and including the date hereof or are not yet due and payable;

g. fixed rent under the Ground Lease for the Term of the Ground Lease has been paid in whole in advance;

h. unless sooner terminated in accordance with the terms of the Ground Lease, the Term of the Ground Lease continues through the last day of the month that is twenty-five years following the Rent Commencement Date under the Facilities Lease (as defined in the Ground Lease);

i. Ground Lessor acknowledges that (1) notwithstanding anything contained in the Ground Lease or herein to the contrary, the Ground Lease shall not be subject to termination (and Ground Lessor, by its execution of this Agreement, is hereby irrevocably and unconditionally waiving all of its rights to terminate the Ground Lease pursuant to the terms therein) except in connection with a termination of the Ground Lease by Ground Lessor pursuant to Section 3.3 of the Ground Lease or in connection with an event of default (beyond any notice and cure periods) under the Ground Lease (subject to the terms set forth in the Ground Lease and herein) (a "**Termination Event**") and (2) Ground Lessor has no claim or offset against Company in connection with the design or construction of the Improvements. Ground Lessor acknowledges that any exercise by the Ground Lessor of any right to terminate the Ground Lease shall be subject to the terms of the Ground Lease and this Agreement;

j. Ground Lessee acknowledges that (1) the Ground Lease shall not be subject to termination other than in connection with a Termination Event and (2) Ground Lessee, in its capacity as ground lessee under the Ground Lease, has irrevocably and unconditionally waived (or by its execution of this Agreement is hereby irrevocably and unconditionally waiving) all of its right to terminate the Ground Lease pursuant to the terms therein;

k. the contemplated use of the Improvements and the Property do not violate the terms of the Ground Lease; and

l. Beneficiary is a "Leasehold Mortgagee" for purposes of the Ground Lease and the Security Instrument is a "Leasehold Mortgage" for purposes of the Ground Lease.

B. CONSENT AND AGREEMENT.

1. Notwithstanding any terms of the Ground Lease to the contrary, Ground Lessor hereby consents to the Security Instrument and covenants and agrees that (i) this Agreement constitutes a notice of mortgage advising Ground Lessor of Beneficiary's leasehold mortgage interest; and (ii) the Security Instrument is a permitted lien or encumbrance under the Ground Lease and Beneficiary is entitled to all rights and privileges accorded to a leasehold mortgagee under the terms of the Ground Lease. Further, Ground Lessor hereby consents (i) to Beneficiary's recording the Note Documents against Company's interest under the Ground Lease and Company's interest in the Property and (ii) to Beneficiary exercising its rights and remedies under the Note Documents; *provided* that and so long as same shall not and will not encumber Ground Lessor's fee simple title and reversionary interest in and to the Property. Ground Lessor agrees

that Beneficiary's exercising Beneficiary's rights and remedies under the Note Documents shall not constitute a default by Company under the Ground Lease.

2. Without limiting any rights granted to Beneficiary under and pursuant to the Ground Lease, Ground Lessor and Company each agree that they shall deliver to Beneficiary (at the address set forth herein or at such other address as shall be designated by Beneficiary by notice in writing) a copy of any notice, including a notice of default, required to be delivered to the other party under the Ground Lease simultaneous with delivery of the same to such other party. Ground Lessor further agrees, whether or not Ground Lessor is otherwise obligated to notify Company, to send written notice of any Ground Lease Default or Ground Lease Event of Default to Beneficiary prior to Ground Lessor's exercise of any rights or remedies under the Ground Lease and no Ground Lease Default predicated on the giving of any notice shall be complete unless a copy of such notice shall have been given to Beneficiary concurrent with distribution to Company. Ground Lessor further agrees that no notice by Ground Lessor to Company shall be deemed to have been duly given or be effective until a copy thereof has been served on Beneficiary in accordance with this Section 2.

3. Ground Lessor and Company each agree that Beneficiary shall have the right, but not the obligation, to perform any of Company's covenants or to cure any continuing Ground Lease Event of Default or to exercise any right conferred upon Company by the terms of the Ground Lease in accordance with the terms of the Ground Lease and Ground Lessor agrees to accept performance by Beneficiary of any term, covenant, agreement, provision, condition or limitation on Company's part to be performed as though performed and observed by Company; *provided* such performance by Beneficiary shall occur within the cure or grace periods set therefor in the Ground Lease *plus* an additional period of thirty (30) days thereafter. Ground Lessor hereby agrees that the curing or remedying of a Ground Lease Event of Default by Beneficiary in accordance with the terms of this Section 3 shall be deemed the curing or remedying thereof by Company, except that with respect to any Ground Lease Event of Default which cannot be cured by Beneficiary until it obtains possession of the Property and Improvements, Beneficiary shall have a reasonable time after it obtains possession to cure such Ground Lease Event of Default, *provided* it diligently proceeds in good faith to enforce its remedies under the Security Instrument so as to obtain possession.

4. Ground Lessor agrees as follows:

A. Ground Lessor acknowledges that a Ground Lease Event of Default may be classified as (i) a "Curable Default" or (ii) a "Non-Curable Default." A Non-Curable Default is any default that is, by its nature, not susceptible of being cured by a third person such as Beneficiary; and a Curable Default is any other default.

B. If a Curable Default occurs and if, prior to the expiration of the applicable grace period provided for in Section 3, Beneficiary cures such Curable Default, then Ground Lessor will not take action to effect a termination of this Ground Lease or to re-enter or take possession of the Leased Premises as a consequence of such Curable Default. However, if (i) a Curable Default is of such a nature that the curing thereof cannot be effected by Beneficiary until it shall have obtained possession of the Leased Premises and (ii) prior to the effective date of a termination of the Ground Lease by Ground Lessor



or Ground Lessor's re-entering or taking possession of the Leased Premises, Beneficiary shall give to Ground Lessor written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Security Instrument in order to gain possession of the Leased Premises and within the grace period described in Section 3 takes action to institute such remedies, then Ground Lessor will not take any action to effect a termination of this Ground Lease or to re-enter or take possession of the Leased Premises as a consequence of such Curable Default so long as such Beneficiary shall continue to pursue its remedies under the Security Instrument (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure any other Curable Default which may occur from time to time and which is susceptible of being cured by Beneficiary without its obtaining possession of the Leased Premises, and such Beneficiary shall, upon taking possession of the Leased Premises, cure such Curable Default within the period reasonably required to cure the same.

C. If a Non-Curable Default occurs and (i) Beneficiary shall then be in the process of curing all then existing Curable Defaults pursuant to the provisions of subsection (B) above and (ii) Beneficiary shall give to Ground Lessor written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Security Instrument in order to gain possession of the Leased Premises, then Ground Lessor will not take any action to effect a termination of the Ground Lease or to re-enter or take possession of the Leased Premises as a consequence of such Non-Curable Default so long as such Beneficiary shall continue diligently to prosecute its remedies under the Security Instrument (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure any Curable Default which may occur from time to time and which is susceptible of being cured by Beneficiary without its obtaining possession of the Leased Premises, and such Beneficiary shall, upon taking possession of the Leased Premises, cure such Curable Default within the period reasonably required to cure the same.

D. In the event Beneficiary or its designee designated for that purpose acquires the Improvements and the leasehold estate pursuant to any proceedings for foreclosure of the Security Instrument, or by a voluntary assignment or transfer of the Ground Lease and the leasehold estate and the Improvements in lieu of foreclosure or otherwise, Beneficiary or its designee or assignee as aforesaid shall be deemed an assignee of all the rights, covenants, agreements and obligations of Company under the Ground Lease.

E. To the extent permitted by law, if the Ground Lease shall be rejected or disaffirmed pursuant to any bankruptcy law or other law affecting creditors' rights or if the Ground Lease is terminated for any other reason whatsoever, Ground Lessor will enter into a new lease of the Leased Premises with Beneficiary or its designee not less than ten (10) nor more than thirty (30) days after the request of Beneficiary referred to below, for the remainder of the term of the Ground Lease effective as of the date of such rejection or disaffirmance or termination, upon all the terms and provisions contained in the Ground Lease; *provided that* (i) Beneficiary makes a written request to Ground Lessor for such new Ground Lease within ninety (90) days after the effective date of such rejection or disaffirmance or termination, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by Beneficiary or its

designee; and (ii) upon taking possession of the Leased Premises Beneficiary cures any outstanding Curable Defaults within the period reasonably required to cure the same. Any new lease made pursuant to this paragraph shall have the same priority with respect to other interests in the Leased Premises as the Ground Lease. The provisions of this paragraph shall survive the rejection or disaffirmance or termination of the Ground Lease and shall continue in full force and effect thereafter to the same extent as if this paragraph were a separate and independent contract made by Ground Lessor and Beneficiary.

F. So long as the Security Instrument is in effect the Ground Lease shall not be terminated, amended or modified in each case without the prior written consent of Beneficiary in its sole and absolute discretion. Any such amendment, termination or modification in violation of this paragraph shall be void. The provisions of this Section are for the benefit of Beneficiary and its successors and assigns and may be relied upon and shall be enforceable by the same. Beneficiary shall not be liable upon the covenants, agreements or obligations of Company contained in the Ground Lease, except as expressly provided herein. Ground Lessor shall execute any instruments any Beneficiary may reasonably request or require from Ground Lessor, with respect to the provisions of this Section.

G. Notwithstanding anything to the contrary contained in the Ground Lease, so long as the Security Instrument is in effect, Ground Lessor shall not seek to terminate the Ground Lease unless a monetary Default by Company shall have occurred beyond any applicable grace period and shall not have been cured by Company or Beneficiary under the terms of Section 3 or this Section 4.

5. Company has granted or will grant to Beneficiary a lien on and security interest in, inter alia, all assets and personal property owned by Company located on the Leased Premises, including, but not limited to, all fixtures, accounts receivable, inventory, goods, machinery and equipment owned by Company (the "**Pledged Property**") as collateral security for the repayment of the Debt. After the occurrence and during the continuance of a Ground Lease Event of Default, Beneficiary may, upon ten (10) days' prior written notice to Ground Lessor, enter the Leased Premises and remove such Pledged Property from the Leased Premises; *provided* that Beneficiary repairs any damage to Ground Lessor's property resulting therefrom, and, *provided, further* that Beneficiary shall indemnify and hold harmless Ground Lessor from any injury to person or property resulting from the removal of said Pledged Property by Beneficiary from the Leased Premises. Ground Lessor hereby (a) subordinates each and every right that Ground Lessor may now or hereafter have under the laws of the State of California or by the terms of the Ground Lease or any other lease now in effect or hereafter executed, to obtain a lien on, to levy or distrain upon for rent, or to claim or assert title to or any interest in, any Pledged Property of Company that may constitute a part of the leasehold improvements as security for any liability of Company that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, and (b) disclaims any right or title in Pledged Property now or hereafter constituting collateral for Company's indebtedness under the Ground Lease by reason of the installation or affixation thereof to the Property and consents to the installation or affixation thereof to the Property, subject to any terms of the Ground Lease which may require Ground Lessor's prior approval for such installation or affixation. The terms of this Section 5 are solely for the benefit of Beneficiary and the certificateholders and their respective successors and/or assigns.

6. Ground Lessor (a) acknowledges receipt of a copy of the Sublease, (b) consents to the Sublease and acknowledges that the Sublease satisfies the requirements of the Ground Lease. Notwithstanding anything to the contrary contained in the Ground Lease, Ground Lessor acknowledges and agrees that (i) nothing herein shall in any manner limit the rights or obligations of Sublessee under the Sublease; (ii) Company or Sublessee may make alterations to the Leased Premises without the express written consent of Ground Lessor; and (iii) the rights of Ground Lessor to enter upon and inspect the Leased Premises shall be subject to the inspection rights provided for under the terms of the Sublease.

7. Ground Lessor (i) acknowledges receipt of the Security Instrument and the Note and consents to the terms contained therein, (ii) acknowledges and agrees that Beneficiary has a mortgage on and a security interest in Company's interest in Leased Premises and the Improvements and (iii) acknowledges and agrees that so long as Company is not in default beyond expiration of applicable notice and cure periods under the terms of the Ground Lease, Company shall not be disturbed by Ground Lessor in possession, use, enjoyment and occupancy of the Leased Premises under the Ground Lease during the original or any renewal term of the Ground Lease.

8. Each of Ground Lessor and Company acknowledges and agrees that no waiver by Company of any of its rights under the Ground Lease shall be effective without the prior written consent of Beneficiary. If such waiver is undertaken without Beneficiary's consent as provided herein, it shall not be binding on Beneficiary.

9. Ground Lessor agrees that it shall not approve any merger of the fee estate and the leasehold estate without the prior written consent of Beneficiary, and Ground Lessor acknowledges and agrees that, except as provided in the Ground Lease, Ground Lessor shall not grant any mortgage on its interest in the Leased Premises.

10. Ground Lessor will deliver to Beneficiary an estoppel certificate in form reasonably acceptable to Beneficiary and Ground Lessor pertaining to the Ground Lease within twenty (20) days after Beneficiary's request, so long as Beneficiary agrees to pay Ground Lessor's reasonable costs and expenses (including attorneys' fees) associated therewith.

C. OTHER PROVISIONS.

1. To the extent that Ground Lessor may be entitled in any state or jurisdiction to claim or benefit from any immunity (whether characterized as state immunity, sovereign immunity, act of state or otherwise) now or hereafter for itself or any of its property or assets (which it now has or may hereafter acquire) in respect of its obligations under this Agreement or the Ground Lease from service of process or other documents relating to proceedings, jurisdiction, suit, judgement, execution, attachment (whether before awarded or judgement, in aid or execution or otherwise) or legal process or to the extent that in any such jurisdiction there may be attributed to it or any of its property or assets such immunity (whether or not claimed), Ground Lessor expressly, unconditionally and irrevocably agrees not to claim, invoke or permit to be invoked on it or its property or assets' behalf or for it or its property or assets' benefit and hereby expressly, unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction. Subject to any applicable appellate rights, Ground Lessor consents generally

in respect of any proceedings to the giving of any relief or the issue of any process in connection with the proceedings including, without limitation, the making enforcement or execution against any property or assets whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings. Ground Lessor irrevocably and unconditionally acknowledges that the execution, delivery and performance of this Agreement and the Ground Lease constitute private and commercial (and not public) acts of Ground Lessor.

2. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns including without limitation any successor holder of the Security Instrument. Nothing in this Agreement shall be construed to diminish, limit or otherwise derogate in any way from any rights granted to Beneficiary under the Ground Lease.

3. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be made in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when received (or refused) if delivered personally, deposited in the United States mail, registered or certified, postage prepaid, or sent by prepaid overnight air courier, addressed as follows:

If to Ground Lessor: County of Riverside  
Economic Development Agency – Real  
Estate Division, 3403 Tenth Street, Suite 400  
Riverside, California 92501  
Attention: Deputy Director of Real Estate

If to Company: RiverMed Property LLC  
c/o U.S. Realty Advisors, LLC  
1370 Avenue of the Americas  
New York, New York 10019  
Attention: President

with a copy to: Goulston and Storrs  
885 Third Avenue, 18<sup>th</sup> Floor  
New York, New York 10022  
Attention: Bruce P. Meyerson

If to Beneficiary: Wells Fargo Bank Northwest,  
National Association, as Trustee for the  
registered certificate holders, from time to  
time, of the CTL Pass-Through Trust, Series  
2017 (County of Riverside)  
299 South Main Street, 5th Floor  
MAC: U1228-051  
Salt Lake City, Utah, 84111  
Attention: Corporate Trust Services

Each party hereto shall have the right from time to time to designate by written notice to the other parties hereto such other person or persons and such other place within the continental

United States as said party may desire written notices to be delivered or sent in accordance herewith.

4. This Agreement shall continue in full force and effect until the indefeasible payment in full in cash of all sums due or to become due or owed by Company to Beneficiary under instruments secured by the Security Instrument and Beneficiary has been discharged of record.

5. This Agreement may not be amended, supplemented or modified other than by an agreement in writing signed by the parties hereto or their respective successors.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

7. Any party may execute this Agreement by delivering to the other parties a facsimile copy hereof evidencing such party's signature. In any such case the party executing by facsimile shall promptly thereafter provide a signed original counterpart hereof to the other parties; *provided*, that the non-delivery of such signed counterpart shall not affect the validity of enforceability hereof.

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California.

9. Ground Lessor agrees to each item above amending, overriding or otherwise relating to the terms of the Ground Lease. This Agreement and the certifications set forth above are made with the understanding that Beneficiary, Company and their respective successors and assigns will be relying upon them.

10. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

11. Nothing in this Agreement shall be deemed or construed to (i) relieve Company of any of its obligations under the Security Instrument or the Ground Lease or (ii) cause Beneficiary to forfeit or otherwise lose its rights and benefits under the Security Instrument.

*[The remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

FORM APPROVED COUNTY COUNSEL

BY Dale A. Gardner 10/27/17  
DALE A. GARDNER DATE

ATTEST:  
KEQIA HARRER-IHEM, Clerk  
By [Signature]  
DEPUTY

By: [Signature]  
Name: JOHN LAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

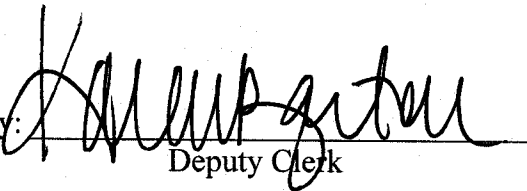
} §

On November 14, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

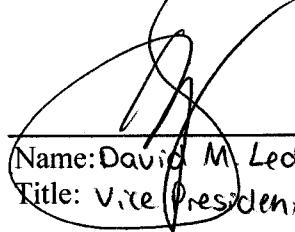
WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

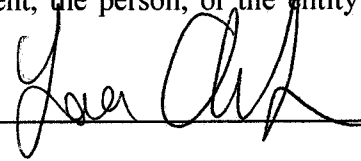
(SEAL)

RIVERMED PROPERTY LLC, a Delaware limited liability company

By:   
Name: David M. Ledy  
Title: Vice President

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On the 30 day of October in the year 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared David M. Ledy, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public  
Printed Name: Laura Chabza

(Seal)

Commission expires:

LAURA ANNE CHABZA  
Notary Public, State of New York  
Registration #01CH6327904  
Qualified In New York County  
Commission Expires July 20, 2019



WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2017 (County of Riverside)

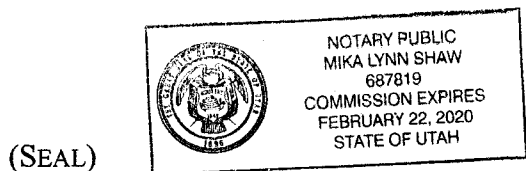
By: [Signature]  
Name: Joseph H. Pugsley  
Title: Vice President

STATE OF Utah )  
                  Salt Lake ) SS  
COUNTY OF )

I, Mika Lynn Shaw, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph H. Pugsley to me known, who declared and acknowledged that he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2017 (County of Riverside), subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said national association and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 26 day of October, 2017.

[Signature]  
Notary Public  
Printed Name: Mika Lynn Shaw



Commission expires: 02/22/2020

**DESCRIPTION OF REAL PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT "A"

PARCEL 1: (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° 33' 57" 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 491.00 FEET; THENCE NORTH 00° 06' 55" 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 101.70 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 13.12 FEET; THENCE NORTH 43° 23' 12" WEST 10.80 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 41.42 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.

PARCEL 2: (NORTHWEST PARKING AND 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

EXHIBIT A

(to Ground Lessor Estoppel, Consent, and Non-Disturbance Agreement)

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 00° 01'30" WEST 53.00 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.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, ACCESS AND OTHER NON-EXCLUSIVE EASEMENTS OVER THE ADJACENT MEDICAL CENTER PROPERTY DESCRIBED IN THE LEASE HEREINAFTER MENTIONED FOR THE PURPOSES STATED IN SECTIONS 2.2(B) AND 2.2(C) OF THAT CERTAIN GROUND LEASE DATED APRIL 18, 2017, BY AND BETWEEN THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AS LESSOR, AND TC RIVERSIDE MOB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS REFERENCED IN THAT CERTAIN MEMORANDUM OF LEASE RECORDED SEPTEMBER \_\_, 2017 AS INSTRUMENT NO. 2017-\_\_\_\_\_ IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Recording Requested By and  
When Recorded Mail To:

Elkins Kalt Weintraub Reuben Gartside LLP  
2049 Century Park East, Suite 2700  
Los Angeles, CA 90067  
Attn: Keith Elkins

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(Space Above for Recorder's Use Only)

### MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of October \_\_, 2017, by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Ground Lessor") and TC RIVERSIDE MOB, LLC, a Delaware limited liability company ("Ground Lessee").

#### RECITALS

A. Ground Lessor and Ground Lessee are parties to that certain Ground Lease Agreement dated as of April 18, 2017 (as it may hereafter be amended, the "Ground Lease"), pursuant to which Ground Lessor currently leases to Ground Lessee and Ground Lessee currently leases from Ground Lessor the real property, more particularly described on Exhibit "A" attached thereto ("Property").

B. Ground Lessor and Ground Lessee desire to execute this Memorandum to provide constructive notice of the Ground Lease and Ground Lessee's rights under the Ground Lease to all third parties.

C. Ground Lessor is aware that substantially concurrently herewith Ground Lessee will be assigning (*inter alia*) its position as ground lessee under the Ground Lease to a third party for whom the current Ground Lessee is the development manager with respect to the Property and "Project" described in the Ground Lease. Under Section 19 of the Ground Lease, Ground Lessor's consent is not required for such an assignment by the current Ground Lessor.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Ground Lease.
2. Ground Lease Terms. The terms of the Ground Lease are incorporated herein.

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

[Signatures on Following Page]

Executed as of the date first above written.

**"Ground Lessor"**

COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 10/27/17  
DALE A GARDNER DATE

By: [Signature]  
Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

Dated: NOV 14 2017

ATTEST:  
KECIA HARPER IHEM, Clerk  
By: [Signature]  
DEPUTY

ATTEST:  
\_\_\_\_\_, [Describe Title]  
By: \_\_\_\_\_

**"Ground Lessee"**

TC RIVERSIDE MOB, LLC,  
a Delaware limited liability company

By: Trammell Crow So. Cal. Healthcare  
Development, Inc., a Delaware corporation, its  
member

By: [Signature]  
Name: Thomas BAK  
Title: President & CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

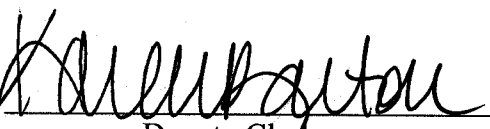
STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } §

On November 14, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

(SEAL)

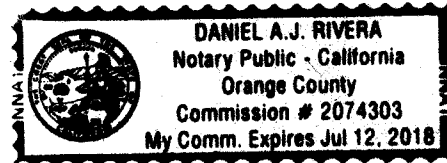
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On 11/3/2017, before me, Daniel A.J. Rivera, a Notary Public, personally appeared Thomas Bak, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature D. Rivera



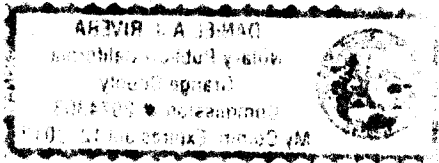


Exhibit "A"

Legal Description of Property

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT "A"

PARCEL 1: (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:

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EXCEPTING THEREFROM THAT PORTION LYING WITHIN CACTUS AVENUE.

PARCEL 2: (NORTHWEST PARKING AND FIELD & PATHWAY)

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