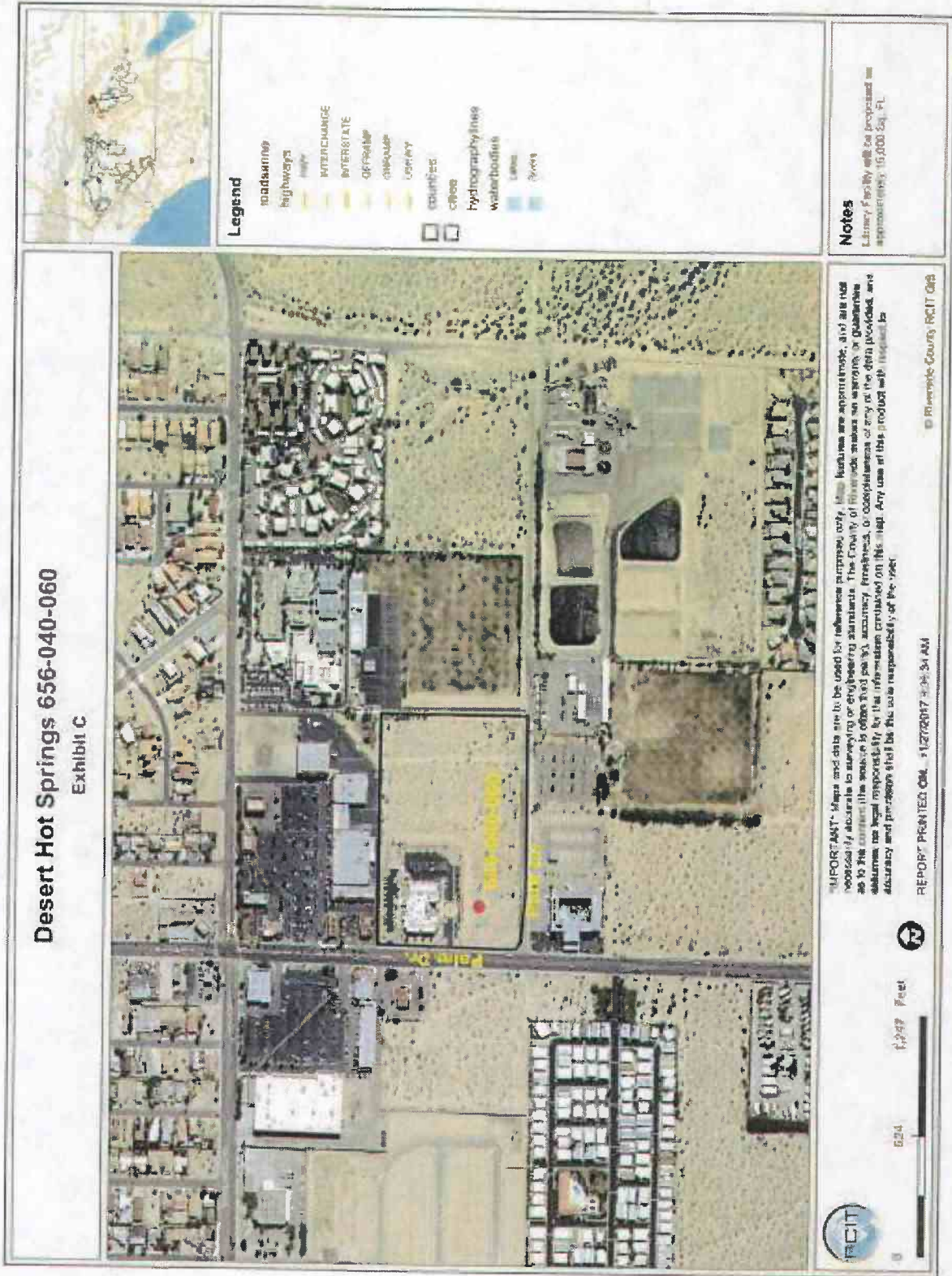


Desert Hot Springs 656-040-060

Exhibit C



- Legend**
- main roads
 - highways
 - Interchange
 - Interstate
 - Offroad
 - Other
 - County
 - City
 - Hydrography lines
 - Water bodies
 - Lake
 - River

Notes
Library Facility will be proposed in approximately 15,000 Sq. Ft.

IMPORTANT: Maps and data are to be used for reference purpose only. The features are approximate, and are not necessarily accurate to surveying or engineering standards. The quality of the data makes an accurate or guaranteed as to the content (the source is other than 100% accuracy, precision, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product will be subject to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON: 1/27/2017 8:36:34 AM
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1,008 Feet



EXHIBIT C-1

DESERT HOT SPRINGS - SITE PLAN SHOWING LEASED PREMISES

See Facilities Lease Exhibit C-1

EXHIBIT C-2

DESERT HOT SPRINGS - LEASED PREMISES ALTA SURVEY

[to be attached following completion]

EXHIBIT C-3

**DESERT HOT SPRINGS – FINAL LEASED PREMISES LEGAL DESCRIPTION AND
PLAT MAP**

[to be attached following completion]

EXHIBIT C-4

DESERT HOT SPRINGS - PRELIMINARY TITLE REPORT



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

County of Riverside EDA
3403 10th Street, Ste. 400
Riverside, CA 92501

Title Officer: Barbara Northrup--So
email: TU65@LTIC.COM
Phone No.: (951) 248-0669
Fax No.:
File No.: 618650490

Attn: Bonnie Perez

Your Reference No: 431ED - DHS Library

Property Address: (Vacant Land) Desert Hot Springs, California

PRELIMINARY REPORT

Dated as of November 16, 2018 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

CLTA Preliminary Report Form - Modified (11-17-06)

Page 1

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA Standard Owners

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

County of Riverside

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The South half of the North half of the Northeast Quarter of Section 6, Township 3 South, Range 5 East, San Bernardino Base and Meridian, in the City of Desert Hot Springs, County of Riverside, State of California, according to the Official Plat thereof.

Except that portion of said land lying Easterly of the following described line:

Beginning at a point on the North line of said Northeast Quarter, said point being the Northeast Quarter of Parcel "B" of Parcel Map No. 17663, as shown on map filed in Book 102, Pages 9 to 11 inclusive of Parcel Maps, in the Office of the County Recorder of said County; thence along the Easterly line of said Parcel "B" and its prolongation, South 0°07'36" West to the Southerly line of said North half.

Assessor's Parcel Number: 656-040-039-3

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. All or a part of the Land herein described does not appear to be assessed on the Tax Roll for the year(s) 2018-2019. Said Land is subject to the possible assessment and collection of property taxes for current and prior years.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.
- 3. Reservations contained in the Patent

From: The United States of America
To: Not Set Out
Recording Date: November 9, 1915
Recording No: in Book 7, Page 72 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public highway and public utility purposes
Recording Date: July 19, 1940
Recording No: Book 467, Page 521 of Official Records
Affects: Said land more particularly described therein

- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: construction, installation and maintenance of facilities for the collection, transmission and disposal of sewage
Recording Date: March 19, 1973
Recording No: 34346 of Official Records
Affects: Said land more particularly described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: overhead and underground electrical supply systems and communication systems
Recording Date: May 2, 1980
Recording No: 83811 of Official Records
Affects: Said land more particularly described therein

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: drainage
Recording Date: June 2, 1981
Recording No: 100973 of Official Records
Affects: Said land more particularly described therein

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: public purpose
Recording Date: November 28, 1990
Recording No: 432371 of Official Records
Affects: Said land more particularly described therein

9. Matters contained in that certain document

Entitled: Agreement to Dedicate Land to the City of Desert Hot Springs
Dated: Not Set Out
Executed by: City of Desert Hot Springs and Yu Kuan Lin Hsiac Ling Chang Lin, Yu Lin Yin Wu Lin
Recording Date: March 18, 1999
Recording No: 99-110639 of Official Records

Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: Public utilities
Recording Date: December 23, 1999
Recording No: 99-554596 of Official Records
Affects: Said land more particularly described therein

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: Public utilities
Recording Date: October 6, 2011
Recording No: 2011-0441787 of Official Records
Affects: Said land more particularly described therein

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: City of Desert Hot Springs
Purpose: road and public utility
Recording Date: August 28, 2012
Recording No: 2012-0408403 of Official Records
Affects: Said land more particularly described therein

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: City of Desert Hot Springs
Purpose: sidewalk and landscape purposes
Recording Date: August 28, 2012
Recording No: 2012-0408404 of Official Records
Affects: Said land more particularly described therein

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Mission Springs Water District, a County Water District and Public Agency
Purpose: public sewer and water utilities
Recording Date: October 10, 2012
Recording No: 2012-0482500 of Official Records
Affects: Said land more particularly described therein

15. A financing statement as follows:

Debtor: County of Riverside, California
Secured Party: Banc of America Public Capital Corp.
Recording Date: May 27, 2018
Recording No: 2018-0259160 of Official Records

16. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
17. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
- The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.
- The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
19. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc
Date Typed: November 29, 2018

Attachment One (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-82-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

CLTA Preliminary Report Form - Modified (11-17-06)

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [for T] this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

in addition to the matters set forth in Part 1 of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the insured Mortgage.]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY -- ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured Claimant and not disclosed in writing to the Company by the insured Claimant prior to the date the insured Claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 15, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the insured Claimant had paid value for the insured Mortgage.
4. Unenforceability of the lien of the insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

File No: 618650490



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Order No. 618650490

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
LTC - Lawyers Title Company

FNF Underwriter
CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discount

Mod. 10/21/2011

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information.

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information.

FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons.

We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track.

Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites.

FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents:

We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents:

You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents:

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

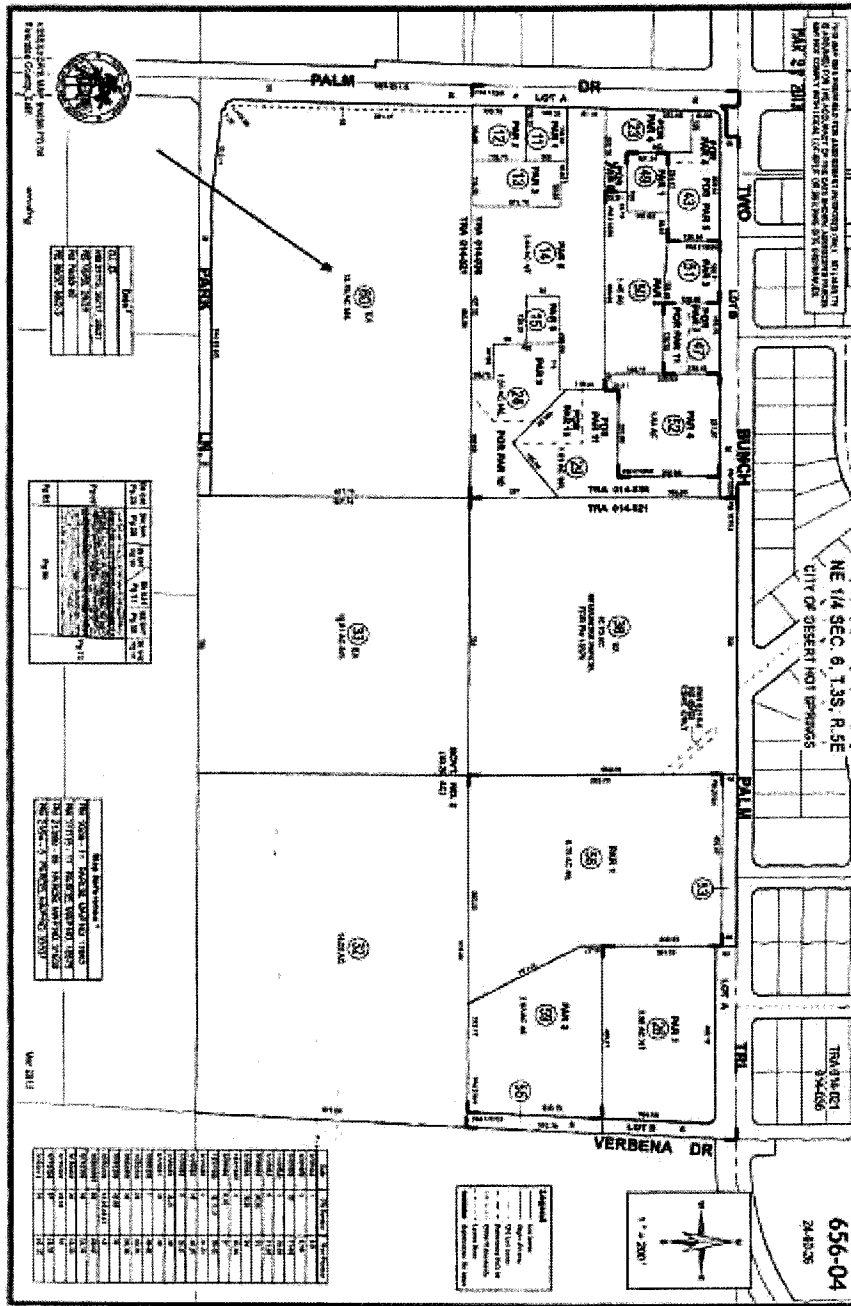


EXHIBIT C-5

DESERT HOT SPRINGS – STAGING AREA

EXHIBIT D

EXISTING CONDITIONS INFORMATION

- A. Geotechnical Studies
- B. Phase I Environmental Studies: (i) Burrowing Owl Habitat Suitability Assessments, (ii) WRCMSHCP, NEPSSA and CASSA Survey, (iii) cultural resources assessment and (vi) Native American Consultation Assistance.
- C. French Valley Plant Study [?]
- D. French Valley Endangered Species Study [?]
- E. LSA / Group Delta Phase 1 Reports.

Exhibit F

PROJECT SCHEDULE

[See Facilities Lease Exhibit D]

Exhibit G

FINAL DRAWINGS AND SPECIFICATIONS APPROVAL FORM

**APPROVAL CONFIRMATION OF
FINAL DRAWINGS AND SPECIFICATIONS**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Ground Lessor and CFP RIVERSIDE, LLC, a Minnesota non-profit limited liability company, as Ground Lessee, have entered into that certain Ground Lease dated _____, 2019 whereby Ground Lessee is obligated to develop, design and construct the Project, which includes the Library Improvements on the Leased Premises as such terms and conditions are defined therein and pursuant and subject to the terms and conditions of the Facilities Lease.

Pursuant to the terms and conditions of the Ground Lease and Facilities Lease, the Ground Lessee has prepared and submitted to Ground Lessor for approval certain documents for the design and construction of the Project.

Ground Lessee has prepared and submitted to Ground Lessor and Ground Lessor confirms that Ground Lessee has presented to Ground Lessor for Ground Lessor's review and approval of the following documents:

1. Final Drawings and Specifications as set forth in Exhibit H-3 of the Facilities Lease; Collectively, the above referenced documents will hereinafter be referred to as the **"Documents"**.

By submission of the Documents by Ground Lessee to Ground Lessor, Ground Lessee confirms that it has finalized and approved said Documents.

Ground Lessor confirms that Ground Lessor has reviewed the Documents and said Documents have been approved by and through the delegate and administrator of the Ground Lease and Facilities Lease authorized by the Board of Supervisors for the County of Riverside.

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Plans approval Form upon the dates indicated below.

GROUND LESSOR:

COUNTY OF RIVERSIDE

By: _____
Chairman
Board of Supervisors

Dated: _____

GROUND LESSEE:

CFP RIVERSIDE, LLC

A Minnesota non-profit limited liability company

By: _____
Name: Steve Collins
Title: President

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy General Counsel

*County comments
dated July 2, 2019*

FACILITIES LEASE AGREEMENT

between

**CFP RIVERSIDE, LLC,
a Minnesota non-profit limited liability company**

as Landlord

and

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

as Tenant

August __, 2019

(Riverside County Library Facilities Project)

FACILITIES LEASE
(Riverside County Library Facilities Project)

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TABLE OF EXHIBITS

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

EXHIBIT A-1	French Valley Architectural Design Exhibits
EXHIBIT A-2	Menifee Architectural Design Exhibits
EXHIBIT A-3	Desert Hot Springs Architectural Design Exhibits
EXHIBIT B-1	French Valley Premises Legal Description and Plat Map [to be attached upon completion]
EXHIBIT B-2	Menifee Premises Legal Description and Plat Map [to be attached upon completion]
EXHIBIT B-3	Desert Hot Springs Premises Legal Description and Plat Map [to be attached upon completion]
EXHIBIT C	Rent Schedule
EXHIBIT C-1	Confirmation of Rent Commencement Date
EXHIBIT C-2	Budgeted Operating Expenses
EXHIBIT C-3	Early Prepayment Premiums and Applicable Percentages
EXHIBIT C-4	Elect to Purchase Notice
EXHIBIT C-5	Elect to Partially Prepay Notice
EXHIBIT D	Project Schedule
EXHIBIT E	County of Riverside Economic Development Agency Real Estate Division General Construction Specifications For Leased Facilities
EXHIBIT F	[Omitted]
EXHIBIT G	Mediation Procedures
EXHIBIT H	Work Letter Agreement for Development of the Project-Terms and Conditions
EXHIBIT H-1	Project Budget
EXHIBIT H-2	FF&E Budget (Including Exhibit H-2A Preliminary List FF&E Items)
EXHIBIT H-3	Final Drawings and Specifications [to be attached upon completion]
EXHIBIT H-4	Final FF&E Items [to be attached upon completion]
EXHIBIT I	Project Manager Agreement
EXHIBIT J	Property Management Agreement

FACILITIES LEASE AGREEMENT

(Riverside County Library Facilities Project)

This **FACILITIES LEASE AGREEMENT** (“**Facilities Lease**”) is made as of the ____ day of August, 2019 (the “**Effective Date**”) by and between **CFP RIVERSIDE, LLC**, a Minnesota non-profit limited liability company, as the Landlord (“**Landlord**” or “**CFP**”), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as the Tenant, (“**Tenant**” or “**County**”). Tenant and Landlord are hereinafter collectively referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Landlord, as the Ground Lessee, and Tenant, as the Ground Lessor, have entered into that certain Ground Lease dated on the same date as this Facilities Lease (the “**Ground Lease**”), pursuant to which Landlord leases from Tenant the following real properties in the County of Riverside, State of California (collectively, the “**Leased Premises**”):

1. A portion of an approximately 11.33 acre parcel of vacant land in unincorporated Riverside County identified in the Site Plan attached to the Ground Lease as **Exhibit A-1** (“**French Valley Site Plan**”), referred to as the “**French Valley Leased Premises**;”

2. A portion of an approximately 4.73 acre parcel of vacant land in the City of Menifee identified in the Site Plan attached to the Ground Lease as **Exhibit B-1** (“**Menifee Site Plan**”), referred to as the “**Menifee Leased Premises**;” and

3. A portion of an approximately 13.78 acres parcel of vacant land in the City of Desert Hot Springs identified in the Site Plan attached to the Ground Lease as **Exhibit C-1** (“**Desert Hot Springs Plan**”), , referred to herein as the “**Desert Hot Springs Leased Premises**.”

Copies of the three foregoing site plans (collectively, “**Site Plans**”) are attached hereto as portions of **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3**, respectively, and incorporated herein by this reference.

B. The Ground Lease is for the purpose of developing, planning, entitling, designing, building, financing, equipping, operating and maintaining:

1. an approximately 25,000 square foot modern and state-of-the-art library on the French Valley Leased Premises, consistent with the French Valley Site Plan, and associated Floor Plan, Exterior Elevations and 3d Views Exterior provided to Tenant by email on February 1, 2019 and accompanied by a page titled “Tenant Approval of Architectural Design Lease Exhibits” and indicating “PROJECT: Riverside County Library System – French Valley” (collectively, the “**French Valley Architectural Design Exhibits**”) attached hereto as **Exhibit A-1** and incorporated herein by this reference (“**French Valley Library**”);

2. an approximately 20,000 square foot modern and state-of-the-art library on the Menifee Leased Premises consistent with the Menifee Site Plan, and associated Floor Plan, Exterior Elevations and 3d Views Exterior provided to Tenant by email on February 1, 2019 and accompanied by a page titled "Tenant Approval of Architectural Design Lease Exhibits" and indicating "PROJECT: Riverside County Library System – Menifee" (collectively, the "**Menifee Architectural Design Exhibits**") attached hereto as **Exhibit A-2** and incorporated herein by this reference ("**Menifee Library**"); and

3. an approximately 15,000 square foot modern and state-of-the-art library developed on the Desert Hot Springs Leased Premises consistent with the Desert Hot Springs Site Plan, and associated Floor Plan, Exterior Elevations and 3d Views Exterior provided to Tenant by email on February 1, 2019 and accompanied by a page titled "Tenant Approval of Architectural Design Lease Exhibits" and indicating "PROJECT: Riverside County Library System – Desert Hot Springs" (collectively, the "**Desert Hot Springs Architectural Design Exhibits**," and together with French Valley Architectural Design Exhibits and Menifee Architectural Design Exhibits, the "**Architectural Design Exhibits**") attached hereto as **Exhibit A-3** and incorporated herein by this reference ("**Desert Hot Springs Library**").

C. The French Valley Library, Menifee Library and Desert Hot Springs Library are referred to individually as a "**Library**" and collectively as the "**Libraries**." The Libraries, together with certain appurtenant improvements (as described in the Ground Lease and the Work Letter Agreement attached hereto as **Exhibit H** and by this reference incorporated herein (the "**Work Letter**")), are referred to as the "**Library Improvements**."

D. The Riverside County Economic Development Agency, Real Estate Division, acting as directed and approved by the Board of Supervisors for the County of Riverside (the "**Board of Supervisors**"), issued a Request For Proposal in February 2018 (the "**RFP**") to select a developer to develop, plan, entitle, design, build, finance, equip, operate and maintain for a period of thirty years the Libraries on the Leased Premises.

E. In response to the RFP, the Tenant received a proposal from a development and financing team including CFP as landlord, Omni West Group, Inc. as project manager and property manager (as hereinafter defined), Robert W. Baird & Co. as underwriter (the "**Underwriter**") and Certus Financial as transaction consultant.

F. Landlord's sole member is Community Facility Partners, a Minnesota non-profit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which was formed for charitable purposes which include, but are not limited to, the acquisition, construction, development, ownership (either by itself or as the single member of limited liability companies), improvement, operation, management, lease, sale, conveyance, mortgaging, financing and refinancing of community public facilities, such as the Libraries, to be used by and for the benefit of governmental entities, such as the Tenant.

G. Landlord has been formed for the sole purpose of assisting the Tenant in the design, development, construction, financing and leasing of the Libraries in accordance with the terms of the RFP.

H. Landlord has entered into a Project Manager Agreement, dated as of _____, 2019 (the “**Project Manager Agreement**”) with Omni West Group, Inc. as project manager (in such capacity, the “**Project Manager**”) to provide certain development and construction management services to assist Landlord in the development, planning, entitlement, designing, building, equipping, operating and maintenance of the Libraries on portions of the Leased Premises, a copy of which is attached hereto as **Exhibit I**.

I. Landlord has entered into a Management Agreement for Real Property, dated _____, 2019 (the “**Property Management Agreement**”) with Omni West Group, Inc., as property manager (in such capacity, the “**Property Manager**”) to provide certain property management and administrative services with respect to the operations of the Libraries, a copy of which is attached hereto as **Exhibit J**.

J. The costs of the Project are to be financed through the issuance by the California Enterprise Development Authority (the “**Issuer**”) of its \$ _____ Lease Revenue Bonds (Riverside County Library Facilities Project), Series 2019 (the “**Bonds**”) which will be issued pursuant to the terms of an Indenture of Trust, dated as of _____, 2019 (the “**Indenture**”) by and among the Issuer, the Landlord and U.S. Bank National Association, as trustee (the “**Trustee**”).

K. To provide for the design and construction of the Library Improvements, Landlord has entered into a Standard Form of Agreement between Owner and Design-Builder – Lump Sum, DBIA Form 525, with McCarthy Building Company Inc. (the “**Design-Builder**”), together with a Standard Form of General Conditions of Contract between Owner and Design Builder, DBIA Form 535, and a Supplement to Standard Form of Agreement between Owner and Design-Builder – Lump Sum, each dated as of _____, 2019 (collectively, the “**Design-Build Agreement**”).

L. To provide security for the Bonds, all of Landlord’s rights, title and interests in and to the following agreements will be assigned to the Trustee as follows:

1. This Facilities Lease and the Ground Lease will be assigned to the Trustee pursuant to a Lease Assignment Agreement, dated as of _____, 2019 (the “**Lease Assignment Agreement**”);

2. The Design-Build Agreement will be assigned to the Trustee pursuant to an Assignment of Agreement (Design-Build Agreement), dated _____, 2019 (the “**Design-Build Assignment**”);

3. The Project Manager Agreement will be assigned to the Trustee pursuant to an Assignment of Agreement (Project Manager Agreement), dated _____, 2019 (the “**Project Manager Assignment**”); and

4. The Property Management Agreement will be assigned to the Trustee pursuant to an Assignment of Agreement (Property Management Agreement), dated _____, 2019 (the “**Property Management Assignment**”).

M. The developing, planning, entitling, designing, building, financing, equipping, operating and maintaining the Library Improvements upon the Leased Premises, and the planning, entitling, designing, building and financing of the Off-Premises Improvements on the Excluded Properties (if any) as more particularly described in the Ground Lease, this Facilities Lease and **Exhibit H** attached hereto is referred to herein and in the Ground Lease as the “**Project**.” The Project will be a part of the Riverside County Library System (“**Library System**”) operated by the Tenant.

N. Landlord, as ground lessee under the Ground Lease, is required to prepare final legal descriptions and plat maps of the Leased Premises. See Section 2.2 below.

O. Landlord and Tenant desire to enter into this Facilities Lease whereby Tenant shall lease, among other things, the Leased Premises and the Library Improvements from Landlord as the “**Premises**” under this Facilities Lease, Landlord shall operate and maintain, or cause the operation and maintenance of, the Premises as provided herein, and Tenant shall occupy the Premises in exchange for the payment of Base Rent and subject to all of the terms, covenants and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, stipulated and agreed, the Parties hereto agree as follows:

1. **Definitions.** All the capitalized terms used in this Facilities Lease, but not otherwise defined herein (including the Recitals hereto) shall have the meanings given to such terms set forth in **Exhibit H** of this Facilities Lease.

2. **Premises.**

2.1 **Letting.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the term, at the rental, and upon all terms, covenants and conditions set forth in this Facilities Lease. Tenant shall not be entitled to occupy the Premises until the date of the Substantial Completion of the Project, as set forth in the Project Schedule attached hereto as **Exhibit D** and incorporated herein, as amended from time to time pursuant to the Work Letter.

2.2 **Defined.**

2.2.1 The Premises shall consist of the Leased Premises and the Library Improvements.

2.2.2 Upon preparation and approval (as provided in the Ground Lease) of the final legal descriptions and plat maps for the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises, they will be initialed by both

Landlord and Tenant and attached to this Facilities Lease as Exhibit B-1, Exhibit B-2 and Exhibit B-3, respectively, and incorporated herein by this reference. At such time:

(a) all references to the French Valley Leased Premises, Menifee Leased Premises and Desert Hot Springs Leased Premises herein shall mean the lands described in Exhibit B-1, Exhibit B-2 and Exhibit B-3, attached hereto, respectively;

(b) all references to the Leased Premises herein shall mean the lands described in Exhibit B-1, Exhibit B-2 and Exhibit B-3, attached hereto, collectively; and

(c) all references to the Premises herein shall take into account the foregoing final definitions of French Valley Leased Premises, Menifee Leased Premises, Desert Hot Springs Leased Premises, and Leased Premises.

2.2.3 See Work Letter Section 7.9 regarding administrative lot splits or new parcel maps of the French Valley Property, Menifee Property and Desert Hot Springs Property.

2.3 Easements. In addition, to the use of the Premises, throughout the Term of this Facilities Lease, Landlord hereby grants to Tenant, and Tenant shall have (subject to the rights of the Trustee under the Lease Assignment Agreement), all easement rights of Landlord granted under the Ground Lease (if any) which survive the completion of construction of the Project, at no cost to Tenant pursuant to this Facilities Lease (unless otherwise specified in this Facilities Lease), all rights subject to such reservation of rights in favor of the Ground Lessor under the Ground Lease as provided therein. Upon the occurrence and continuance of an event of default by Tenant under this Facilities Lease, all easement rights of the Tenant granted under the Ground Lease shall revert to the Landlord.

2.4 Preparation of Premises/Acceptance. The rights and obligations of the Parties regarding the planning, design and construction of the Project before the use and occupation of the Premises by Tenant are provided in this Facilities Lease and the Work Letter. Landlord shall develop, design and construct the Project pursuant to the terms herein, the Work Letter and the Ground Lease, and shall operate and maintain the Premises pursuant to the terms herein.

2.5 Condition of Premises; Completion of Project. Landlord shall complete the Project and deliver the Premises to Tenant with the Project Substantially Completed in accordance with the terms herein, the Work Letter and the Ground Lease, in a fully clean and safe condition, free of hazards and debris, entirely permitted and inspected by local authorities, on or before the date of Substantial Completion as set forth in the Project Schedule, subject to Force Majeure Delays and Tenant-Caused Delays (each as defined in Exhibit H). In the event of a Construction Failure (as defined in Section 5.2 of this Facilities Lease), Tenant shall have the remedies set forth in Section 5.2 of this Facilities Lease. Prior to Substantial Completion of the Project, Landlord shall (i) give notice to Tenant that the Project is Substantially Complete and the Architect, Design-Build Contractor, Landlord and Tenant shall inspect the Library Improvements and Off-Premises Improvements, and (ii) cause the Design-Build Contractor and each prime designer and Contractor to execute and deliver to Landlord and Tenant lien waivers,

in a form, content and scope reasonably acceptable to Tenant (which lien waivers may be conditioned upon receipt by the Design-Build Contractor of the final payment). Within sixty (60) days after Substantial Completion, Landlord shall deliver and assign over to Tenant all owner's manuals, record drawings, operations and maintenance manuals, a CD containing all Project as-built drawings and specifications and, on a non-exclusive basis, all warranties provided by any contractor (including the Design-Build Contractor) or supplier relative to any elements of the Project (including all systems and equipment, including, but not limited to, electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system, security systems, lighting, heating, ventilating and air conditioning systems ("HVAC"), roof membranes, if any, that serve the Premises and all other such elements in the Premises (herein defined as the "**Base Building Systems**") other than those elements installed or constructed by Tenant (if any, the "**Third Party Warranties**"). All Third Party Warranties shall be in the name of Landlord and Tenant. Tenant shall be entitled to directly make claims on, collect and/or enforce all Third Party Warranties, provided Landlord shall assist Tenant in prosecuting enforcement of any all such Third Party Warranties.

2.6 Permits, Fees, Taxes and Assessments. Prior to Substantial Completion, Landlord shall use commercially reasonable efforts to secure, as part of the Project costs, the Permits and any licenses required for the planning, design and construction of the Project, and Landlord shall pay prior to delinquency all fees, taxes (other than real property or possessory taxes) and penalties levied against the Premises or required by any authorized public entity, all such costs to be included in Total Project Costs to the extent attributable to the period occurring prior to the Rent Commencement Date (as defined in Section 5.1 below), Tenant shall be responsible for establishing any mitigation of or any exemption for (and if not for paying) all real property and possessory taxes, and (if any) assessments under this Facilities Lease to the extent attributable to the period occurring after the Rent Commencement Date ("**Taxes and Assessments**").

2.7 Compliance. If after Substantial Completion of the Project, the Premises do not comply with the warranty of Landlord as to its duty to comply with all governmental regulations concerning the Project as contained in the Ground Lease, Tenant shall notify Landlord in writing of such non-compliance and Landlord shall, promptly after receipt of written notice from Tenant or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Landlord's expense, unless the cost would otherwise qualify as an Extraordinary Expense (as defined in Section 8.6).

2.8 FF&E. Subject to design, selection and payment by Tenant as provided in the Work Letter, Landlord shall cause the procurement and installation of FF&E as defined in and as provided in the Work Letter. Notwithstanding any other provision of this Facilities Lease or the Ground Lease, Landlord acknowledges that all FF&E is and at all times will be the Tenant's sole property. Tenant may, at any time during the term of this Facilities Lease remove, replace or add any additional FF&E, subject to all terms and conditions of this Facilities Lease (including without limitation Section 11.5), provided that Tenant will repair any damage caused by any FF&E installation or removal.

3. **Use.** Tenant shall use and occupy the Premises for the purpose of operating public libraries and any related use, but the Premises may be used for any official business of County government or other County governmental purpose or, subject to obtaining an approving Opinion of Bond Counsel, any other legal use which is reasonably comparable thereto. Tenant may sublease the Premises as provided in Section 17.2 below.

4. **Term.**

4.1 **Commencement and Duration; Lease Year.** This term of this Facilities Lease (the “**Term**”) shall commence on the Effective Date, which shall be the date the Bonds are issued and, unless sooner terminated pursuant to the terms and conditions provided herein, shall continue until 11:59 p.m. on the maturity date of the Bonds (plus, if the dated date of the Bonds is not the first day of the month, the remainder of that month) (“**Lease Expiration Date**”). Notwithstanding the foregoing (subject to Section 14.2), the Term shall be automatically extended for a period of time equal in duration as the Premises are unavailable for Tenant’s use and occupancy as a result of an abatement with respect to the entire Premises following the expiration of the rental interruption insurance coverage described in Section 13. All of the other terms and provisions of this Facilities Lease shall be effective from and after the Effective Date (except as otherwise provided herein, such as Tenant’s obligation to pay Base Rent and any Additional Rent which shall not commence until the Rent Commencement Date). A “**Lease Year**” shall be each 365 (or if applicable 366) day period commencing with the Rent Commencement Date, and each anniversary thereof.

4.2 **Termination.** In addition to those termination rights set forth in Section 6 herein, Tenant shall have the right to terminate this Facilities Lease subject to the provisions below:

4.2.1 Subject to the rights of the Trustee under the Lease Assignment Agreement, in the event Landlord fails or refuses to perform, keep or observe any of Landlord’s duties or obligations hereunder, other than a Construction Failure, Tenant may pursue all remedies at law or in equity as provided herein; provided, however, that Landlord shall have thirty (30) days in which to correct Landlord’s breach or default after written notice thereof has been served on Landlord and the Trustee by Tenant unless the nature of default or breach is such that more than thirty (30) days are required. Landlord shall have an additional ninety (90) days to remedy, provided Landlord has commenced the remedy within the initial thirty (30) day period, and is proceeding diligently to complete within the additional ninety (90) day period. Except with respect to a Construction Failure, if any breach or default is not corrected after the time period set forth herein, Tenant may pursue all remedies at law or in equity; subject to Section 5.7 below. Tenant’s sole and exclusive remedies under this Facilities Lease in connection with a Construction Failure are set forth in Section 5.2 below.

4.2.2 Prior to invoking the right to pursue any remedies available to Tenant (other than in connection with a Construction Failure), Tenant shall serve a final notice on Landlord and the Trustee specifying the outstanding default and any supporting documentation Tenant may possess for such default. Landlord shall serve a written response to Tenant and the Trustee setting out its position and any support for its position within ten (10) days following receipt of Tenant’s final notice, time being of the essence, and Landlord shall

waive any right to further delay Tenant's exercise of remedies if it fails to timely respond to Tenant's final notice. Within ten (10) days following receipt of Landlord's response, the Parties will submit the issue to mediation as set forth in **Exhibit G**. The written claim notice and response and any documents that may have been produced in the Mediation, but not the subsequent discussion, are admissible in any subsequent proceeding. After such meeting if no resolution has been determined, Tenant may pursue any such remedies as are available to Tenant as described in this Facilities Lease.

4.3 **Assignment.** Subject to the rights of the Trustee under the Lease Assignment Agreement, in the event of termination by Tenant or Landlord of any or all of this Facilities Lease under this Section 4 and concurrent termination of the Ground Lease pursuant to any provisions of this Facilities Lease or the Ground Lease, Landlord shall terminate all efforts in connection with the Project as well and shall cause all third party consultants performing services relative to the Project to cease such services, subject to the potential assignment to Tenant of certain agreements for such services as provided herein below. Following Tenant's satisfaction of its payment obligations set forth in Section 4.2 and (if any) this Section 4.3, Landlord shall assign to Tenant any agreements entered into by Landlord in connection with the Project prior to such termination to the extent Tenant elects in writing in its sole discretion to assume and such agreements are assignable, together with any rights Landlord may have with respect to any work product or permits generated under the assigned agreements that Tenant elects in its sole discretion to assume. Any agreements which Tenant elects not to assume or which are not assignable shall be terminated by Landlord, as applicable. Any such assignment which includes a transfer of work product or permits generated under the assigned agreement is conditioned upon Tenant payment to Landlord of the amounts paid by Landlord for such specific work product or permits, under the assigned agreement, as evidenced by supporting documentation such as invoices and receipts.

5. **Base Rent; Additional Rent.**

5.1 **Base Rent.** Commencing upon the first day of the calendar month immediately following the earlier to occur of (i) the Outside Completion Date set forth in the Project Schedule (as such date may be extended by Force Majeure Delay or Tenant-Caused Delay), (ii) the Substantial Completion Date of the Project by Landlord, or (iii) occupancy of the Libraries by Tenant ("**Rent Commencement Date**"), Tenant shall pay, in advance, to Landlord, or at Landlord's direction to the Trustee, rent for the Premises, in semi-annual installments ("**Base Rent**"), and continuing on the first day of each sixth calendar month after the Rent Commencement Date for the duration of the Term, unless terminated sooner per the terms of this Facilities Lease. Base Rent shall be as set forth in the Rent Schedule attached hereto as **Exhibit C**, and by this reference incorporated herein. The Confirmation of Rent Commencement Date shall be executed by the Parties in a form as set forth in **Exhibit C-1**. Tenant acknowledges that time is of the essence in payment of Base Rent since Landlord intends to use portions of the Base Rent to make principal and interest payments on the Bonds and to pay operation and maintenance expenses and insurance costs for the Premises. The Parties acknowledge and intend that a portion of each payment of Base Rent allocable to the payment of principal of the Bonds is paid as and represents interest with respect to the Tenant's obligations under this Facilities Lease, as set forth on **Exhibit C** to this Facilities Lease.

5.2 Rent Abatement and Other Damages if Construction Failure. If Landlord shall fail to achieve Substantial Completion of the Project in accordance with the terms of the Work Letter and this Facilities Lease by the Outside Completion Date as set forth in the Project Schedule (as such date may be extended for any Force Majeure Delay or Tenant-Caused Delay) (a “**Construction Failure**”), then commencing on the date which would have been the Rent Commencement Date had Landlord achieved Substantial Completion of the Project on the Outside Completion Date (as such date may be extended for any Force Majeure Delay or Tenant-Caused Delay), Base Rent and Additional Rent (if any) shall be abated, on a day-for-day basis, until the date that Substantial Completion of the Project has occurred. Tenant shall pay the unabated portions of the Base Rent and (if any) Additional Rent installments for the six-month period during which Landlord achieves Substantial Completion of the Project within thirty (30) days after Substantial Completion of the Project.

5.3 Periodic Rent Adjustments. The Base Rent shall increase when and as indicated in the Rent Schedule.

5.4 County Obligation. THE OBLIGATION OF THE TENANT TO MAKE RENTAL PAYMENTS WILL NOT CONSTITUTE A GENERAL OBLIGATION OR DEBT OF THE TENANT OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE TENANT OR THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE TENANT OR THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATIONS OF THE TENANT UNDER THIS FACILITIES LEASE SHALL BE PAYABLE SOLELY FROM THE TENANT’S GENERAL FUND. NOTWITHSTANDING THE FOREGOING, TENANT MAY, IN ITS SOLE DISCRETION, MAKE PAYMENTS UNDER THIS FACILITIES LEASE FROM ANY LEGALLY AVAILABLE FUNDS.

5.5 Additional Rent. Any amounts payable by Tenant to Landlord pursuant to this Facilities Lease other than Base Rent shall constitute “**Additional Rent.**” Additional Rent shall be limited to and include only Extraordinary Expenses and costs of Alterations (as defined in Section 11 below).

5.6 Modified Gross Lease. Tenant acknowledges that this Facilities Lease is a modified gross lease. From and after the Rent Commencement Date, Tenant shall pay directly for all Utility Costs (as defined in Section 10) relative to the Premises, as well as all taxes and assessments (if any) to the extent provided in Section 2.6. above.

5.7 No-Offset. This Facilities Lease shall not terminate, nor shall Tenant have any right to terminate this Facilities Lease (except as otherwise expressly provided to the contrary herein), nor (except as otherwise expressly provided in Sections 5.2 and 14.3 hereof to the contrary) shall Tenant be entitled to any abatement of Base Rent or Additional Rent (if any). It is the intention of Tenant and Landlord that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent and Additional Rent (if any) shall continue to be payable in all events (except as set forth in Sections 5.2 and 14.3 hereof), and that the obligations of Tenant hereunder shall continue unaffected in all events,

unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Facilities Lease. Notwithstanding anything to the contrary contained above in this Section, Tenant retains a separate and independent right to sue Landlord for damages or seek equitable remedies against Landlord with respect to any claim Tenant may have against Landlord or in any way relating to this Facilities Lease or the Premises; provided, however, that in no event shall any judgment, order or injunction or equitable relief granted in favor of Tenant abate, be set-off against, reduce or otherwise affect Tenant's obligation to pay Base Rent and/or Additional Rent (if any) (except as set forth in Sections 5.2 and 14.3 hereof) or effectuate a release of Tenant with respect thereto (except as otherwise expressly provided herein).

5.8 Application of Capitalized Interest; Operating Contingency Fund.

Landlord and Tenant acknowledge that the Bonds are interest-only for the first approximately thirty-three (33) months (i.e., through May 1, 2022, the "**Capitalized Interest Period**"), and that during such time interest payments on the Bonds shall be made from the proceeds of the Bonds received by the Trustee upon issuance of the Bonds. Landlord is expected to achieve Substantial Completion of the Project prior to the end of the Capitalized Interest Period, and the Parties anticipate Tenant making Base Rent payments before such amounts are required, in part, to make payments of principal and interest on the Bonds. The parties agree that, as provided in Section 5.02 of the Indenture, the portion of Base Rent payments received by the Trustee applicable to the principal of and interest on the Bonds during the Capitalized Interest Period shall be deposited in the Revenue Fund, from which all excess monies shall eventually be transferred into a separate fund ("**Operating Contingency Fund**") to cover potential operations and maintenance costs which are over and above the budgeted amounts set forth in Exhibit C-2 attached hereto ("**Budgeted Operating Expenses**"). Use of the Operating Contingency Fund is as set forth in Section 5.07 of the Indenture. Additionally, pursuant to Sections 5.02 and 5.07 of the Indenture, respectively: (i) any unused Base Rent resulting from actual Operating Expenses being less than the Budgeted Operating Expenses shall be deposited into the Revenue Fund, from which all excess monies shall be deposited into the Operating Contingency Fund and used as provided in this Facilities Lease; (ii) Tenant may, at any time and from time to time, use any portion of the Operating Contingency Fund in excess of \$1,000,000 (regardless of source, including without limitation accrued interest) for any lawful purpose to the extent provided in the Indenture (including without limitation Sections 6.1 and 6.2 below); and (iii) Tenant may use the balance of unspent funds in the Operating Contingency Fund (regardless of source, including without limitation accrued interest) to make the final principal and interest payments then due on the Bonds, whether upon expiration of the Term of the Facilities Lease, exercise of the Purchase Option (as provided in Section 6 below), defeasance or otherwise. Once there are no other obligations for Tenant or Landlord to pay under the Facilities Lease or Indenture and subject to the provisions of the Indenture, all remaining unspent funds shall be delivered to Tenant.

5.9 Defeasance. In the event that Tenant, in its sole discretion, deposits or causes to be deposited with the Trustee money and/or "**Investment Securities,**" as such obligations are now or may hereafter be defined in paragraph 1 of the definition thereof in the Indenture, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to prepay and defease all Bonds as provided in Article XI of the Indenture, , then upon such deposit and compliance with the terms of the Indenture, and

provided that Tenant has fulfilled all other obligations under this Facilities Lease, including payment of any Additional Rent then due, Landlord shall (subject to Section 6.7 below) convey its interests in the Premises to Tenant, this Facilities Lease shall automatically terminate, no further payments need be made of any Rent under this Facilities Lease and Landlord shall not be entitled to any lien, benefit or security in the Premises, except the right to receive the funds so set aside and pledged, and neither Landlord nor Tenant shall have any further obligation to the other hereunder. Pursuant to Article XI of the Indenture, Trustee shall apply such money or Investment Securities to the defeasance or redemption of the Bonds in accordance with the Indenture and, following payment of all amounts owed or which will be owed to the Issuer or the Trustee and subject to the provisions of the Indenture, all remaining amounts under the Indenture shall be delivered to Tenant. In the event the Premises are conveyed to Tenant pursuant to this Section, the Ground Lease executed between the Parties shall automatically terminate.

5.10 Application of Unused Project Contingency, Unused Base Rent, etc.. If upon completion of the Project a surplus of funds (regardless of source, including without limitation accrued interest) exists in the Project Development Costs Account, the Project Design and Construction Costs Account and the Project Contingency Account of the Project Fund (each as defined in the Indenture) and/or there are any savings based on actual costs for the developing, planning, entitling, designing, building, financing and equipping of the Project (see Work Letter Sections 4.1 and 4.3), such amounts shall be applied to the payment of the principal of and interest on the Bonds as provided in Section 3.04 of the Indenture, and Tenant may request that such amounts be deemed a credit against the portion of the Base Rent allocable to the payment of the principal of and interest on the Bonds on and after the Rent Commencement Date. Amounts remaining in the FF&E Account (as defined in the Indenture) of the Project Fund upon completion of the Project shall be applied as directed by Tenant.

5.11 Covenant to Budget for Base Rent and Additional Rent (if any). Tenant hereby covenants to take such action as may be necessary to include all Base Rent and Additional Rent (if any) due hereunder in its annual budget and to make the necessary annual appropriations for all such Base Rent and Additional Rent (if any) subject only to Section 14.3 and Section 21.23 hereof. The covenants on the part of Tenant herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Tenant to take such action and do such things as are required by law in the performance of such official duty of such officials to enable Tenant to carry out and perform the covenants and agreements on the part of Tenant contained in this Facilities Lease. The obligation of Tenant to pay Base Rent and Additional Rent (if any) does not constitute an obligation of Tenant for which Tenant is obligated to levy or pledge any form of taxation or for which Tenant has levied or pledged any form of taxation. The obligation of Tenant to pay Base Rent and Additional Rent (if any) does not constitute indebtedness of Tenant, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

6. Options to Purchase Library Improvements; Conveyance of Title.

6.1 Option to Purchase all Library Improvements. Subject to the terms of Article IV of the Indenture relating to the redemption of the Bonds, commencing on November 1, 2025* (“**Optional Prepayment Date**”) and at any time thereafter until the expiration of the Term, Tenant shall have the option (“**Purchase Option**”) to purchase, subject to the provisions of Article IV of the Indenture and (to the extent applicable) Exhibit C-3, all Library Improvements and thereby terminate this Facilities Lease and the Ground Lease. The purchase price of all of the Library Improvements shall be the amount required to fully redeem or defease all outstanding Bonds, utilizing the information in the columns on Exhibit C-3 (“**Early Prepayment Premiums and Applicable Percentages**”) titled “Total Maturities Subject to Optional Redemption Provision” (regarding the principal balance of the Bonds as of the dates indicated) and “Redemption Price” (containing the applicable premiums and total redemption prices as of the dates indicated), plus accrued interest, as set forth in Article IV of the Indenture and costs associated with such purchase, taking into account amounts held by the Trustee in the Principal Fund, the Interest Fund and the Operating Contingency Fund not otherwise required to pay Operating Expenses prior to the redemption of the Bonds.

6.2 Option to Purchase Library Improvements Associated With One or Two Libraries. Subject to the terms of Article IV of the Indenture relating to the redemption of the Bonds, commencing on the Optional Prepayment Date and at any time thereafter until the expiration of the Term, from time to time, Tenant shall have the option (“**Partial Purchase Option**”) to purchase, subject to the provisions of Article IV of the Indenture and Exhibit C-3, the Library Improvements associated with any one or two of the Libraries, and thereby terminate this Facilities Lease and the Ground Lease as to the applicable Library Improvements so purchased and terminate the Ground Lease as to the applicable Premises. The “**Applicable Percentage**” of outstanding Bond principal payable by Tenant to exercise the Partial Purchase Option for each Library (plus all other amounts required pursuant to Article IV and Article XI of the Indenture) is identified on Exhibit C-3. The purchase price of such Library Improvements shall be the amount required to fully redeem or defease all outstanding Bonds attributable to that Library or Libraries, based on information provided in Exhibit C Rent Schedule (or if not, the “**Applicable Percentage**” for each Library identified in Exhibit C-3, being the pro-rata portion of Total Project Budget allocable to the applicable Library or Libraries as described in Exhibit H-1 and the information in the column on Exhibit C-3 titled “Total Maturities Subject to Optional Redemption Provision” (regarding the principal balance of the Bonds as of the dates indicated)) and the information in the column on Exhibit C-3 titled “Redemption Price” (containing the applicable premiums as of the dates indicated), plus accrued interest, as set forth in Article IV of the Indenture and costs associated with such purchase, taking into account amounts held by the Trustee in the Principal Fund and the Interest Fund which were otherwise intended to be used to pay principal and interest on the applicable Bonds, and amounts held by the Trustee in the Operating Contingency Fund to the extent available under the Indenture and requested by Tenant. See also Section 5.8 above.

6.3 Exercise of Purchase Options. Tenant shall give Landlord and Trustee not less than ninety (90) days’ prior written notice of its irrevocable election to exercise either a

* Preliminary and subject to change.

Purchase Option or Partial Purchase Option in the form set forth on the attached Exhibit C-4. The purchase price shall be paid in cash or same-day available funds on the date the Bonds are to be redeemed or defeased in accordance with the Indenture (or such other earlier date as the Trustee, Tenant and Landlord may mutually agree). Upon completion of a Partial Purchase Option, Exhibit C attached hereto shall be amended to reflect the reduction in principal and interest components of Base Rent resulting from such partial purchase.

6.4 Option to Partially Prepay Facilities Lease. Commencing on the Optional Prepayment Date and at any time thereafter until the expiration of the Term, from time to time, and in addition to the Purchase Option and Partial Purchase Option, Tenant shall have the option (“**Partial Prepayment Option**”) to partially prepay the principal component of Base Rent, in \$5,000.00 increments for periods to be determined by Tenant (as represented by the principal components of Base Rent due every six (6) months as set forth on the Rent Schedule). Tenant shall give Landlord and Trustee not less than ninety (90) days’ prior written notice of its irrevocable election to exercise its Partial Prepayment Option in the form set forth on the attached Exhibit C-5. On the date for the redemption of the Bonds, Tenant shall pay to Trustee in cash or same-day available funds, an amount equal to the principal component of Base Rent to be prepaid, together with interest thereon to the date of prepayment, with instructions that such funds shall be used to optionally redeem Bonds. Upon such prepayment, Exhibit C attached hereto shall be amended to reflect the reduction in principal and interest components resulting from such prepayment. Tenant shall be responsible for paying all costs associated with the partial prepayment.

6.5 No Requirements to Exercise Options. Nothing herein shall be construed to require Tenant to exercise any option under this Section 6.

6.6 Accounting; Disputed Amounts. Within fifteen (15) days of its receipt of a notice under Section 6.2 or 6.3, Landlord shall cause Property Manager pursuant to Section ___ of the Property Management Agreement to provide Tenant with an accounting of all Additional Rent then due and expected to be due on the purchase date set forth in the notice. (If the notice is under Section 6.3, the accounting shall relate only to Additional Rent for the Library or Libraries being purchased.) If Tenant does not dispute such accounting, Tenant shall pay all such Additional Rent and other amounts due and owing on the purchase date. If Tenant disputes the amounts set forth in the accounting provided by Landlord and Property Manager and an agreement cannot be reached within twenty (20) days of receipt of the accounting, then Tenant shall pay all undisputed amounts on the purchase date, and any amounts remaining in dispute are not waived by Landlord, and, notwithstanding the conveyance of the Premises, Landlord may seek those amounts through any lawful dispute resolution process. Amounts paid by Tenant to prepay Bonds and cause conveyance of some or all of the Premises shall be used only for that purpose and shall not be first applied to Additional Rent. Payment may, to the extent permitted by the Indenture, be partially made by demand to use amounts remaining in any operating, capital, or replacement reserve accounts not already allocated to work actually performed or equipment purchased.

6.7 Conveyance of Premises. In the event of an exercise of the Purchase Option or Partial Purchase Option, Landlord shall convey to Tenant its interests in and to the

Premises (or applicable portion thereof) without recourse or warranty (except by assignment of warranties provided by Design-Builder, other Contractors and their equipment suppliers) and in its then condition, upon (i) the termination of this Facilities Lease, as a result of the full payment and retirement or defeasance of all outstanding Bonds (or portion applicable to one or two of the Libraries, if applicable) pursuant to the terms of the Indenture and (ii) in the event of an exercise of the Purchase Option, discharge of the Indenture. The deed by which Landlord conveys the Premises (or portion thereof) to Tenant may not list any exceptions other than covenants, conditions and restrictions then recorded against the Premises (or portion thereof), if any which: (i) were approved by Tenant prior to the date of Substantial Completion; (ii) consist of non-delinquent real estate taxes and assessments or (iii) arise by reason of Tenant's activities. Tenant shall pay the cost for any owner's policy of title insurance it elects to obtain in connection with such conveyance. Landlord shall not be required to make any representations regarding the conditions of the Premises (or portion thereof) being transferred, and Tenant agrees to accept the Premises (or portion thereof) in an "as is" condition. Upon conveyance, the Ground Lease (or applicable portion thereof) shall automatically terminate, and, upon request by either Party, the Parties shall execute and record a termination of Ground Lease and this Facilities Lease (or portion thereof) in the real property records of Riverside County. In addition, prior to the conveyance, maintenance records, management records and records of contracts and payments with vendors for the entire Term of this Facilities Lease commencing with the Rent Commencement Date shall be made available to Tenant, or transferred into the Tenant's possession. Complete transfer of records is not required until disputes, if any, are resolved.

7. Maintenance and Repairs.

7.1 Maintenance and Repairs by Landlord. Subject to the provisions of Section 8.4, 8.5 and 8.6 of this Facilities Lease and to payment by Tenant of Base Rent and Additional Rent (if any), Landlord shall, in accordance with this Facilities Lease, operate, maintain, repair and replace in an attractive condition, good order and function (ordinary wear and tear excepted) throughout the Term the Premises, including but not limited to the following: (a) all structural portions of the Premises (including without limitation all roofs, foundations and load bearing walls); (b) all non-structural portions of the Premises (including without limitation all roof coverings and membranes, gutters, skylights and downspouts, transformers, interior perimeters and interior partition walls and finishes (including periodic painting thereof)), including without limitation all Library Improvements, Alterations and fixtures, but excluding furnishings, trade fixtures, equipment and personal property (including without limitation FF&E) which will be Tenant's obligation; (c) systems and equipment including, but not limited to HVAC and other Base Building Systems, electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system, security systems, flooring and floor coverings, ceiling, doorways, interior and exterior windows, window frames and window coverings, hardware, fixtures, lighting, and loading doors; (d) interior pest control (if needed) and trash disposal and trash receptacles; and (e) the exterior of the Libraries, sidewalks, parking areas and other exterior hardscape and landscaped areas located on the Leased Premises (including without limitation landscaping equipment, plant, trees and irrigation systems, and exterior light standards and lighting situated on the Libraries or on the Leased Premises), and all other areas and improvements situated on the Leased Premises and used in connection with the Premises. Subject to payment by Tenant of Base Rent and Additional Rent, Landlord shall take all action

and will perform all interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary, maintenance and repairs required to keep all parts of the Premises in good repair and condition, subject only to ordinary wear and tear. It is the intent of this Section that Landlord agrees to perform all maintenance and make all repairs to the Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof, all as may be requested by Tenant and borne by Landlord, except for Extraordinary Expenses.

7.2 Time for Repairs. Landlord shall make, or cause to be made, repairs promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section 7. Landlord understands certain response time is required to ensure Tenant's operations continue with minimal interruption and to ensure the safety of employees and visitors and delivery of services. Landlord shall include in any property management contract for the Premises (including without limitation the Property Management Agreement) a requirement that the Property Manager commence its efforts to address repairs within eight (8) hours from written notice with respect to electrical power, HVAC operations, plumbing and roof leaks, and within ten (10) days for all other repairs and maintenance (unless, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, in which case Landlord shall not be in default if it or the Property Manager begins the work within this ten (10) day period and diligently pursues it to completion).

7.3 Tenant's Right to Make Repairs. If Tenant provides notice to Landlord of an event or circumstance that requires the action of Landlord with respect to the replacement, repair, or maintenance to the Premises as set forth in Section 7 and Landlord fails to provide such action as required by the terms of this Facilities Lease within the time period specified in Section 7.2, Tenant may (but shall not be obligated to do so) take the required action if: (1) Tenant delivers to Landlord an additional written notice advising Landlord that Tenant intends to take the required action if Landlord does not begin the required repair or maintenance within twenty four (24) hours, after the written notice; and (2) Landlord fails to begin the required work within the twenty four (24) hour period. Tenant shall pay for any costs incurred to perform maintenance or repairs on behalf of Landlord.

7.4 Emergency Repairs. An "**Emergency Repair Situation**" is defined as the existence of any condition that requires immediate repair, replacement or service to minimize the impact of an event or situation which affects Tenant's ability to conduct business in a neat, clean, safe and functional environment. If Tenant notifies Landlord of an Emergency Repair Situation which occurs in or about the Premises which is the responsibility of Landlord to repair or maintain, then Landlord shall commence appropriate repairs or maintenance immediately after notice of the condition is given by Tenant, which notice may be via telephone, facsimile, email, personal contact or any other means, and Landlord shall thereafter diligently pursue to completion said repairs or maintenance.

7.5 Periodic Services. Landlord shall provide, or cause to be provided, at its sole cost and expense as part of Operating Expenses, all non-capitalizable periodic services, including but not limited to, semi-annual pest control services, quarterly HVAC standard

preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof repairs; cleaning of roof gutters, drains, and down spouts prior to rainy season.

8. Management of the Premises; Operating Expenses and Capital Expenses; Custodial Services.

8.1 Standard of Operation. Landlord shall at all times use its commercially reasonable, good faith and diligent efforts to operate, maintain and repair the Premises, and perform all required capital improvements and replacements, in an economically reasonable manner and control Operating Expenses (as defined in Section 8.4 below) and Capital Expenses (as defined in Section 8.10 below) in accordance with reasonable commercial standards prevailing in the market place for comparable premises, and in accordance with the Annual Facility Budget (as defined in Section 8.6 below) for such Operating Expenses and Capital Expenses as provided below and (subject to Section 8.6.4 below) as otherwise as requested by Tenant.

8.2 Property Management. Following Substantial Completion of the Project, Landlord shall at all times cause the Premises to be operated by a professional property management company selected and managed by Landlord (“**Manager**”) with Tenant’s consent, which consent shall not be unreasonably withheld. The Manager shall initially be the Property Manager. The Manager shall have experience in managing buildings of comparable size and quality to the Premises at a management fee which shall not be in excess of the management fee charged by property management companies managing public buildings of comparable size and quality in Riverside County. The Manager shall at all times operate the Premises in compliance, in all material respects, with the requirements of all laws and in compliance, in all material respects, with the terms and provisions of this Facilities Lease. Subject to Tenant’s consent (which shall not unreasonably be withheld), contracts with the Property Manager shall be terminable upon not less than six (6) months’ notice beginning five (5) years after the Rent Commencement Date. The initial form of Property Management Agreement is attached hereto as **Exhibit J**. Landlord shall provide Tenant with a copy of any amendments to the Property Management Agreement, and any subsequent management agreement for the Premises and amendments thereto, promptly after Landlord’s execution thereof.

8.3 Tenant’s Election to Manage. Beginning five (5) years after the Rent Commencement Date, Tenant may, upon not less than six (6) months’ written notice to Landlord and Property Manager, elect to operate and maintain the Premises itself or by a property manager of its choosing; provided, however, that if Tenant elects to do so, Landlord shall have no further rights or obligations with respect to the operation and maintenance activities specifically set forth in Tenant’s notice as being assumed by Tenant, and Tenant shall operate and maintain the Premises to a standard equal to or better than that of Landlord. If Tenant makes such an election, the Parties shall adjust the Rent Schedule accordingly to take into account the resulting reduction in Landlord obligations and costs; provided, that in no event shall the resulting Base Rent be less than the amount required to continue paying all principal and interest on the Bonds and fees and costs of the Issuer and the Trustee under the Indenture, taking into account all amounts available to the Trustee for such purposes; and provided, further, that from and after the election Tenant

shall have the same rights to all funds held by the Trustee for operation and maintenance of the Premises that Landlord would have had if Tenant had not elected to operate and maintain the Premises as provided in this Section 8.3.

8.4 Operating Expenses. Landlord shall, but solely from the portion of the Base Rent allocable to the payment of Operating Expenses and from amounts on deposit in the Operating Contingency Fund, pay all Operating Expenses when due, incurred by Landlord or Property Manager in connection with the management, operation, maintenance and repair of the Premises. As used herein, “**Operating Expenses**” means (whether or not specifically included in Exhibit C-2) any and all costs and expenses directly related to management, ownership, operation, maintenance, repair and (except for Capital Expense items) replacement of all elements of the Premises required to keep the Premises in good operating condition, insurance costs under this Facilities Lease and the Ground Lease, payments to Property Manager under the Property Management Agreement and fees, taxes (other than real property or possessory taxes) and penalties (if any) as required by the terms of this Facilities Lease. The estimated Operating Expenses for the first year of operations are set forth in Exhibit C-2. Notwithstanding the foregoing, Operating Expenses excludes Capital Expenses. For purposes of this Facilities Lease, except for the “Exclusions from Operating Expenses” specified in Section 8.5 below, Operating Expenses include:

8.4.1 a commercially reasonable property management fee payable to the Property Manager or any other any third party entity managing the Premises under the Property Management Agreement;

8.4.2 all costs of services provided by third parties (i.e., service providers other than Landlord or the Property Manager) and benefiting the Premises; provided, however, that Landlord or Property Manager shall obtain such services at rates generally competitive in the marketplace. Such services shall include landscaping, roof cleaning and maintenance, custodial services, HVAC system maintenance and servicing and fire and life safety system servicing and maintenance, and fire, life and safety monitoring services and related telephone/cable lines, together with related costs and expenses, licenses, permits, and inspection fees, the cost of supplies, materials, equipment, and tools used in connection therewith;

8.4.3 costs to repair any damage to the Premises caused by breaking and entering or other criminal act or any other event not covered by insurance;

8.4.4 all costs of compliance with governmental laws or the board of fire underwriters (or similar organizations) now or hereafter constituted as applicable to the Premises;

8.4.5 all insurance premiums for insurance required to be carried by Landlord and Tenant under the Ground Lease and this Facilities Lease for periods from and after the Rent Commencement Date;

8.4.6 the fees and costs of the Issuer and the Trustee in connection with the administration of the Bonds;

8.4.7 the amount of any deductible payable under any insurance policy described herein or under the Ground Lease as a result of repairs or replacements attributable to fire or other casualty;

8.4.8 following Final Acceptance, all attorneys' fees and other costs incurred by Landlord in efforts to enforce the provisions of the Design-Build Agreement (as defined in the Work Letter), to enforce product or workmanship warranties given by the Design-Builder (as defined in the Work Letter) or other Contractors (as defined in the Work Letter) or suppliers of equipment or materials (unless Tenant desires that Landlord instead assign such warranties to Tenant), but only to the extent that such costs have not been paid from the Project Contingency Account of the Project Fund or reimbursed by or recovered from Landlord, Design-Builder, any other Contractor or any other party who may be obligated to Landlord;

8.4.9 other costs reasonably incurred by Landlord in connection with the management, operation, maintenance, and upkeep of the Premises in order to (i) prevent any dangerous or unsafe condition on the Premises that could result in liability to Landlord, Tenant, Trustee or their respective officers, employees, directors, or other agents or (ii) comply fully with and to avoid or to cure any default under any Legal Requirements, or (iii) to perform Landlord's obligations as Ground Lessee under the Ground Lease;

8.4.10 all costs of compliance with federal, state or local laws, regulations or permits pertaining to storm water pollution, prevention plans ("SWPPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental Protection Agency as they pertain to the Premises; and

8.4.11 any other costs included in the Annual Facility Budget or for services requested by Tenant relative to the Premises and approved by Landlord.

8.5 Exclusions from Operating Expenses. Operating Expenses shall exclude:

8.5.1 Project Costs;

8.5.2 Utility Costs which shall be paid directly by Tenant as provided in this Facilities Lease;

8.5.3 All Taxes and Assessments (if any), which shall be paid directly by Tenant as provided in this Facilities Lease;

8.5.4 Capital Expenses;

8.5.5 Costs to acquire, maintain, repair and replace FF&E, which shall be paid directly by Tenant;

8.5.6 Costs to acquire, maintain, repair and replace Off-Premises Improvements (if any), which shall be paid directly by Tenant;

8.5.7 political or charitable contributions made by Landlord;

8.5.8 fines, penalties and interest penalties incurred as a result of Landlord's negligence or failure to make payments when due or take such other actions as may be required pursuant to the terms herein;

8.5.9 legal fees, accountant's fees and other expenses incurred in connection with disputes with Tenant or associated with the interpretation of the terms of this Facilities Lease (unless Tenant is otherwise required to pay such fees and expenses pursuant to this Facilities Lease or if Landlord is the prevailing party in any such dispute) or legal proceedings arising out of Landlord's violation of the terms of this Facilities Lease or Ground Lease;

8.5.10 costs of any service provided to Tenant for which Landlord is reimbursed, or any other expense for which Landlord is reimbursed by another source or expenses which would be reimbursed if Landlord or Tenant maintained the insurance coverage required by this Facilities Lease or the Ground Lease;

8.5.11 fees to Landlord or Property Manager for goods or services in excess of the fees that would typically be charged by unrelated, independent persons or entities for similar goods and services;

8.5.12 repairs or replacements necessitated by the gross negligence or willful misconduct of Landlord, Property Manager, or their employees, contractors or agents;

8.5.13 repairs or replacements attributable to fire or other casualty to the extent covered by the proceeds of insurance;

8.5.14 costs of security personnel;

8.5.15 depreciation or amortization;

8.5.16 debt service on liens with respect to the Premises not approved by Tenant;

8.5.17 damages recoverable by Tenant due to violation by Landlord of any of the terms and conditions of this Facilities Lease or Ground Lease;

8.5.18 Landlord's general corporate overhead and general administrative expenses not related to the operation of the Premises and all compensation to executives, officers or partners of Landlord; and

8.5.19 costs associated with the operation of the business of Landlord as the same are distinguished from the costs of operation of the Premises, including accounting and legal matters, costs of defending any lawsuits with any lender or any employee or vendor of Landlord that do not properly arise from Landlord's ownership or operation of the Premises.

8.6 Payment of Operating Expenses and Capital Expenses, etc. From and after the Rent Commencement Date Landlord shall be solely responsible for paying all Operating Expenses:

8.6.1 Annual Facility Budget.

(a) Landlord shall develop an annual budget (“**Annual Facility Budget**”) for the Premises and shall submit a copy of such Annual Facility Budget to Tenant for Tenant’s approval (not to be unreasonably withheld, conditioned or delayed) no later than one hundred twenty (120) days prior to the anticipated Rent Commencement Date and prior to the commencement of each subsequent Lease Year. The Annual Facility Budget will set forth (i) the estimated Operating Expenses, and any Capital Expenses requested by Tenant in accordance with Section 8.10, Capital Expenses expected to be incurred in connection with the Premises for the upcoming Lease Year. Tenant shall review the Annual Facility Budget within sixty (60) days following submittal by Landlord. In the event Tenant fails to approve the submitted Annual Facility Budget, the parties shall meet and attempt to agree on a final Annual Facility Budget. In the event the parties cannot agree on a final Annual Facility Budget, or in circumstances described in Section 8.10 below, the parties shall submit the issue to mediation as set forth in **Exhibit G**. In the event the Annual Facility Budget is not approved prior to the beginning of any Lease Year, the previous Lease Year’s Annual Facility Budget shall apply until the new Annual Facility Budget is approved. Any Landlord failure to identify a specific Operating Expense for which Landlord is responsible under this Facilities Lease on an Annual Facility Budget shall not limit Landlord’s obligations as otherwise provided herein. Also, any Landlord failure to identify a specific Capital Expense for which Landlord is responsible for performing and Tenant is responsible for paying on an Annual Facility Budget shall not limit Landlord and Tenant’s obligations as otherwise provided herein. In the event Tenant exercises the Partial Purchase Option and terminates this Facilities Lease and the Ground Lease for one or two Libraries, the remaining Library(ies)’ Annual Facility Budget will be reduced accordingly.

8.6.2 Payment of Operating Expenses From Base Rent. Following the Rent Commencement Date, Landlord shall pay Operating Expenses (excluding only Extraordinary Expenses) from the portion of each Base Rent payment allocated thereto and, subject to Section 8.6.3 below, from the Operating Contingency Fund. Tenant shall have no liability or responsibility for paying Operating Expenses other than Extraordinary Expenses (if any) as described in Section 8.6.4 below.

8.6.3 Payment From Operating Contingency Fund; Application of Surplus Operating Expenses. Following the Rent Commencement Date, Landlord (or Property Manager under the Property Management Agreement) may, with the Tenant’s approval for any individual expenditure in excess of \$5,000 or aggregate expenditures in excess of \$50,000 for any Lease Year, (which shall not unreasonably be withheld), to the extent unspent portions of previously paid Base Rent allocable to Operating Expenses are inadequate, pay any Operating Expenses which are over and above the Budgeted Operating Expenses amounts (“**Excess Operating Expenses**”) from the Operating Contingency Fund. In the event the actual aggregate Operating Expenses for any applicable Lease Year are less than the Budgeted Operating Expenses, the difference shall be transferred to the Operating Contingency Fund.

8.6.4 Tenant Responsibility for Extraordinary Expenses.

Notwithstanding any other provision of this Facilities Lease, Tenant shall pay as Additional Rent (which may be payable in whole or in part on dates other than the Base Rent payment date) the additional costs for operation and repair of the Premises to the extent caused by the following (“**Extraordinary Expenses**”):

- (a) Force Majeure Costs (as defined below);
- (b) Capital Expenses; and
- (c) Tenant requests any additional service or additional level of service (such as, for example, full-time security guards for the Premises, or maintenance of FF&E) not otherwise required by this Facilities Lease or the Property Management Agreement.

For purposes of this Facilities Lease, “**Force Majeure Costs**” means increases in the costs of performance by any Party or the Property Manager of its obligations caused by strikes, lock-outs, governmental moratorium or other governmental or quasi-governmental agency or utility provider action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations or providing sign off on work), acts of God, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including unusual rain, flood or other natural disaster or casualty, unavoidable casualties, governmental embargo restrictions, subsurface and environmental conditions not reasonably identified by Landlord prior to the effective date of this Facilities Lease in the exercise of its commercially reasonable due diligence (or which would reasonably have been expected to have been identified by Landlord if Landlord had exercised commercially reasonable due diligence), or other causes beyond the reasonable control of Landlord or Property Manager, which, after the exercise of due diligence to mitigate the effects thereof, increase costs of performing its obligations under this Facilities Lease. Force Majeure Costs are not costs resulting from (a) any Party’s or the Property Manager’s failure to comply with the terms and provisions of the Facilities Lease or the Property Management Agreement, or to exercise commercially reasonable due diligence, (b) increased prices, or (c) unavailability of funds.

(d) Reconciliation. Within one hundred twenty (120) days after the end of each Lease Year (or, if applicable, the Lease Expiration Date), Landlord shall furnish to Tenant a reconciliation statement of the actual Operating Expenses and Capital Expenses for the preceding Lease Year, including (i) the portions of Operating Expenses (if any) Landlord believes to be Excess Operating Expenses or Extraordinary Expenses, (ii) the amount paid by Tenant toward Operating Expenses from Base Rent and (if any) any other source, (iii) the amount paid by Landlord toward Operating Expenses (if any) from the Operating Contingency Fund, (iv) the amount (if any) remaining on deposit in the Operating Expenses Account and Capital Expenses Account of the Operating and Maintenance Fund (each as defined in the Indenture), and the Operating Contingency Fund, (iv) the additional amount needed for the cumulative costs of completed Capital Expenses, plus amounts paid by Tenant to date for uncompleted Capital Expenses, to equal \$2.9 million (or, once such amount is reached, the cumulative amount exceeding \$2.9 million); and (v) such other matters as Landlord or Tenant may reasonably request. The reconciliation statement shall contain a reasonable explanation of

the bases of any claimed Excess Operating Expenses and Extraordinary Expenses; and shall be prepared, signed and certified to be correct by Landlord or Property Manager.

8.7 Right to Review and Audit. Each year, within that period expiring ninety (90) days after Tenant's receipt of the reconciliation statement provided under Section 8.6.4(d) above, Tenant shall have the right to review and audit Landlord and Property Manager's books and records pertaining to the accuracy of the computation of Operating Expenses and Capital Expenses, the determination of any Excess Operating Expenses or Extraordinary Expenses, all other funds and reserves held by Landlord, Property Manager or Trustee in connection with the Premises, and any other matters addressed in the reconciliation statement. Copies of such review shall be delivered to Landlord and Property Manager.

8.8 Custodial Services. Landlord shall provide, or cause to be provided, as a component of Operating Expenses, all custodial services in connection with the Premises. The provider of such custodial services shall be experienced in providing such services for library buildings and will perform background checks through LiveScan or in the manner specified by Tenant, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of \$10,000.00 (which cost shall be included in Operating Expenses), and proof of such insurance, as supplied by the Landlord, shall be furnished prior to occupancy of Premises by Tenant. In addition to bonding as required herein, Landlord shall also receive proof of statutory workers' compensation insurance, commercial general liability and vehicle liability insurance from the provider of any custodial functions performed at the Premises locations.

8.9 Tenant's Right to Provide Custodial Services and Deduct Cost.

8.9.1 If Tenant provides written notice to Landlord of an event or circumstance that requires the action of Landlord with respect to the custodial services as set forth in Section 8.8, and Landlord fails to provide such action as required by the terms of this Facilities Lease within three (3) days of Tenant's notice, Tenant may take the required action to provide custodial services by its staff or those of a custodial contractor, if: (1) Tenant delivers to Landlord an additional written notice advising Landlord that Tenant intends to take the required action if Landlord does not begin the required action within forty-eight (48) hours after the written notice; and (2) Landlord fails to begin the required work within this forty-eight (48) hour period. For purposes of this Section, notice given by fax or e-mail shall be deemed sufficient. Any cost or expense incurred by Tenant in undertaking Landlord's obligations to provide custodial services shall be deducted from the portion of the next succeeding Base Rent payment allocable to Operating Expenses.

8.9.2 Additionally, Tenant reserves the right to perform (directly or through a third-party provider) itself all custodial services on any portion of the Premises, at its sole cost and expense, and deduct the Landlord's resulting cost savings from all subsequent Base Rent payments. Tenant may exercise this right at any time, with at least 90 days written notice to Landlord and the Trustee. Landlord will cooperate with Tenant in determining the required adjustment to Base Rent payments. If Tenant elects to perform (or caused to be perform) custodial services as provided by this Section, all such services shall performed at least to the levels required by the last applicable Property Management Agreement.

8.10 Capital Expenses.

8.10.1 For purposes of this Facilities Lease, “**Capital Expenses**” means:

(a) those expenses including but not limited to the expenses of roof replacement, exterior painting, exterior light station replacement, HVAC replacement, parking lot improvements and slurry seal and restripe, and restroom renovation due to Tenant request, whether or not required to be capitalized under Governmental Accounting Standards Board rules; and

(b) other costs which Landlord or Property Manager (i) is required to incur pursuant to Section 8.1 or 8.2 above, (ii) are not specifically included within the definition of Operating Expenses, and (iii) which are required to be capitalized under Governmental Accounting Standards Board rules.

8.10.2 From and after the Rent Commencement Date, County shall pay Capital Expenses as Additional Rent (which may be payable in whole or in part on dates other than the Base Rent payment dates) pursuant to the approved Annual Facility Budget or as otherwise required under this Facilities Lease. Notwithstanding the foregoing, Tenant may perform and pay for Capital Expenses as Alterations by Tenant under Section 11.4 below, and if Tenant has previously paid the expected costs thereof to the Trustee as Additional Rent pursuant to Section 8.10.3 or otherwise, Landlord will request the Trustee to release such funds to or as directed by Tenant under similar procedures as Landlord would use if Landlord (or Property Manager) contracted for the expenditure.

8.10.3 Commencing in advance of the 10th Lease Year (or sooner if requested by Tenant), Tenant may, in its sole and absolute discretion, submit to Landlord a request for pricing for any Capital Expenses selected by Tenant, and Landlord shall provide to Tenant a scope of work and estimated cost for the Capital Expenses requested. Upon Tenant’s approval of the estimated cost of the Capital Expenses, Landlord shall include the Capital Expenses and estimated cost for same in the Annual Facility Budget (see Section 8.6.1) for Tenant’s review and approval. Within ninety (90) days before commencing the Capital Expense, Tenant shall deposit with Landlord as Additional Rent the amount of the cost estimate to be used by Landlord for the Capital Expense. Notwithstanding the foregoing, Tenant may perform and pay for Capital Expenses as Alterations by Tenant under Section 11.4 below.

8.10.4 All Capital Expenses are subject to Board of Supervisors approval. The total Capital Expenses budget for the Lease Term is \$2,900,000. However, Tenant may, with Board of Supervisors approval, exceed this amount in Tenant’s sole discretion.

8.10.5 Except for the specific matters described in Section 8.10.6 below (if any), all disputes as to whether an item is properly characterized as an Operating Expense or Capital Expense shall be submitted to mediation as set forth in **Exhibit G**.

8.10.6 To the extent any dispute as to whether an item is properly characterized as an Operating Expense or Capital Expense depends on whether item is required

to be capitalized under Governmental Accounting Standards Board rules, the dispute shall be resolved as follows:

(a) Tenant shall provide a written explanation of its then-regular independent certified public accounting firm explaining and supporting the Tenant's position. The position will be final and binding on all parties unless Landlord objects in writing and provides a different written explanation by an Accountant (as defined in the Indenture) within fifteen (15) days after receiving the Tenant accountant's explanation.

(b) If, within 30 days thereafter, Landlord and Tenant are still unable to agree as to whether the specific cost item is an Operating Expense or a Capital Expense, the Tenant and Landlord shall jointly select a third independent certified public accountant firm ("**Neutral Accountant**"), who will determine whether the specific cost item is an Operating Expense or a Capital Expense. The Neutral Accountant will issue its determination in a written report explaining the reasoning therefor.

(c) The Neutral Accountant must be an independent certified public accountant firm which (i) must not have worked (either directly, or indirectly through one or more firms) for either the Landlord, Tenant, or an affiliate of either, for at least five years, and (ii) must have no financial interest in its decision other than payment of reasonable fees and costs for its services.

(d) Each of the Landlord and Tenant will pay 50% of the Neutral Accountant's fees and costs, and the decision of the Neutral Accountant shall be conclusive, final and binding on the Landlord and Tenant. Except for the Neutral Accountant's fees and costs, each of the Landlord and Tenant will bear its own fees and costs in the dispute.

9. Security. Except to the extent included in Project elements to be designed and constructed pursuant to the Work Letter, Tenant shall be responsible for providing any required security guard and security patrol services for the Premises at its sole cost and expense.

10. Utilities. Except as otherwise provided in Section 5, Tenant shall contract for and pay separately and directly for all utilities serving the Premises from and after the Rent Commencement Date including without limitation, telephone, electricity, natural gas, water and sewer services and refuse collection services (together, "**Utility Costs**") utilized at the Premises.

11. Alterations and Additions.

11.1 Alterations by Landlord. From and after the Rent Commencement Date, Tenant may require or request Landlord to manage the completion of alterations, additions, improvements or modifications to the Premises ("**Alterations**") which shall be subject to the prior written approval of Landlord, such approval shall not be unreasonably conditioned, delayed or withheld, and subject to satisfaction of all requirements for an Additional Agreement (as defined in the Indenture) without the approval of any holders of Bonds, as provided in Indenture Section 7.22(a)(i) through (iv) (excluding 7.22(a)(v)). Landlord shall provide a written cost estimate of the requested Alterations with complete line item breakdown for each component of the requested Alterations (including a construction supervision fee to Landlord of three percent

3% of estimated costs) for Tenant's review and approval. If Tenant approves a written cost estimate for an Alteration, Tenant shall pay Landlord for the costs of such Alteration prior to the commencement of performance of the Alteration by Landlord's contractor or property manager, and Landlord shall proceed to cause the contractor to complete the requested Alterations. All such Alterations shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable local, state, and federal building codes and laws as from time to time amended, including, but not limited to, the requirements of the ADA (as defined in the Work Letter) (collectively, "**Applicable Requirements**") and the requirements of all insurance policies required under this Facilities Lease. Any Alterations completed by Landlord pursuant to this Section shall be maintained by Landlord during the Term of and in accordance with this Facilities Lease and Tenant and Landlord agree that Landlord shall be entitled to make appropriate adjustments to the Annual Facility Budget upon completion of any Alteration necessary to operate and maintain such Alteration.

11.2 Lien Free. Landlord shall pay, when due, all sums of money that become due for any labor, services, material, supplies, and equipment, that have been or are to be furnished for any Alterations, and which may be secured by a mechanics', materialman's or other lien against the Premises or Tenant's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligations secured by such lien matures or becomes due. Subject to Tenant making all required payments in a timely manner, Landlord shall cause all Alterations to be lien free, completed in a workmanlike manner and in compliance with all applicable Laws.

11.3 Prevailing Wage. Landlord shall require that Design-Builder and its subcontractors comply with the prevailing wage requirements and be subject to restrictions and penalties in accordance with Section 1770 of the California Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts and any Alterations made during the term of the of this Facilities Lease. Landlord shall require that the Design-Builder furnish all subcontractors a copy of the Department of Industrial Relations prevailing wage rates which Landlord will post at the job site. All prevailing wages shall be obtained by Landlord/Contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

Landlord shall require that Design-Builder comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code. In addition, Landlord shall require that Design-Builder make travel and subsistence payments to workers needed for performance of work in accordance with Section 1773.8 of the Labor Code. Prior to commencement of work, Landlord shall require that Design-Builder contact the Division of Apprenticeship Standards and comply with Sections 1777.5, 1777.6 and 1777.7 of the Labor Code and applicable regulations.

Additionally, Landlord shall require that all contractors and subcontractors performing Alterations to the Premises comply with the prevailing wage requirements and be subject to restrictions and penalties in accordance with Section 1770 of the California Labor Code which

requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts and any Alterations made during the term of the of this Facilities Lease.

Landlord shall indemnify, hold harmless, and defend Tenant and shall be responsible for any fine, penalty or fee levied against the Premises arising out of any violations by Landlord of this Section.

11.4 Alterations by Tenant. Any Alterations to be undertaken by Tenant shall require the prior written consent of Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed so long as such Alterations do not diminish the fair market value of the Premises and satisfy the same requirements for an Additional Agreement specified in Section 11.1 above. Any Alterations made by Tenant shall remain Tenant property and may be removed by Tenant at or prior to the expiration of this Facilities Lease; provided, however, that such removal does not cause injury or damage to the Premises or result in the diminution of the value of the Premises. Landlord shall, upon reasonable notice, have access to all plans and specifications relating to Alterations made by Tenant to Premises.

11.5 Communications Equipment. Tenant may, from time to time, install, maintain, replace and/or remove any satellite dishes, links, duct bank or antennas on the grounds, roof and/or exterior walls or parapet of the Premises as Tenant deems reasonably necessary or desirable, provided Tenant shall first obtain Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the removal by Tenant of any such satellite dishes, links, or antennas, Tenant shall repair any damage incurred in connection with such removal. Any work by Tenant pursuant to this Section shall be subject to compliance with the Landlord's reasonable requirements, including, without limitation, the requirement that any work affecting the roof of the Library be undertaken in a manner so as not to affect any roof warranty then in effect.

11.6 Prevailing Wages. Tenant shall require that all contractors and subcontractors performing Alterations to the Premises comply with the prevailing wage requirements and be subject to restrictions and penalties in accordance with Section 1770 of the California Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts and any Alterations made during the term of the of this Facilities Lease.

12. Indemnification.

12.1 Indemnification and Hold Harmless.

12.1.1 Landlord shall indemnify and hold harmless Tenant, and its directors, officers, the Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "**Tenant Indemnitees**"), from any liability, including, but not limited to, property damage, bodily damage, bodily injury, or death ("**Losses**") but excluding Acts of God, arising out of any negligence or willful misconduct of Landlord or any Landlord Parties in, on, or about the Premises arising out of, from, or in any way relating to, this Facilities Lease except to the extent such Losses are attributable to the negligence or willful misconduct of such Tenant Indemnitee.

When indemnifying Tenant Indemnitees, Landlord shall defend at its sole cost and expense, including but not limited to, reasonable attorneys' fees, cost of investigation, defense and settlements or awards, on behalf of Tenant in any claim or action based upon such liability.

12.1.2 Except to the extent such matter is attributable to the negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees, Landlord shall not be liable to Tenant, or any of Tenant's Parties, or any other parties for: (i) any damage to property of Tenant, or of others, located in, on or about the Premises, (ii) the loss of or damage to any property of Tenant or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, power failure, falling ceiling tiles or masonry, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, (iv) any such damage caused by other tenants or persons in the Premises, occupants of any other portions of the Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, or (v) any interruption of utilities and services. Landlord shall in no event be liable to Tenant or any other parties for any consequential, special or punitive damages or for loss of business, revenue, income or profits and Tenant hereby waives any and all claims for any such damages. Tenant shall indemnify and hold harmless Landlord, its members, officers, agents, employees and lenders and if applicable, ground lessor (the "**Landlord Parties**") from any liability, including, but not limited to, property damage, bodily injury, or death, based or asserted on any negligent act or omission of Tenant or any of Tenant's Parties; except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Parties. When indemnifying Landlord Parties, Tenant shall defend at its sole cost and expense, including, but not limited to, reasonable attorneys' fees, cost of investigation, defense and settlements or awards, on behalf of the Landlord Parties in any claim or action based upon such liability.

12.1.3 With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at its sole cost, have the right to use counsel of its choice reasonably acceptable to the indemnified party and shall not have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

12.1.4 The indemnifying party's obligations hereunder shall be satisfied when it has provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

12.1.5 The specified insurance limits required in this Facilities Lease shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

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

12.1.7 Survival of Indemnification. The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Facilities Lease until all claims involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

13. Insurance.

13.1 Landlord's Insurance—Entire Lease Term. Without limiting or diminishing any indemnification contained within this Facilities Lease, Landlord and/or its authorized representatives, including Property Manager, shall procure and maintain or cause to be maintained, at its sole cost and expense, the below listed insurance coverage during the term of this Facilities Lease. As respects to Landlord's Insurance only, Tenant herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

13.1.1 Workers' Compensation. Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Said policy shall (i) include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident and (ii) endorsed to waive subrogation in favor of Tenant.

13.1.2 Commercial General Liability. Commercial General Liability Insurance coverage, including, but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury, cross liability coverage and employment practices liability covering bodily injury, property damage, and personal injury arising out of or relating, directly or indirectly, to the design, construction, maintenance, repair, alteration and ownership of the Premises and all areas appurtenant thereto including claims which may arise from or out of Landlord's operations, use, and management of the Premises, or the performance of its obligations hereunder. Said policy shall (i) name the County, its elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insured for Landlord's indemnity obligations herein and (ii) shall have limits not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Facilities Lease or be no less than two (2) times the occurrence limit.

13.1.3 Vehicle Liability. If vehicles or licensed mobile equipment are used on the Premises, Landlord shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Said policy shall name Tenant, its elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insured for Landlord's indemnity obligations herein.

13.1.4 Property (Physical Damage) (Builder's Risk). Prior to Substantial Completion of the Project, Landlord shall (directly or through Design-Builder) keep in full force and effect, at Landlord's sole cost and expense, a builder's risk policy of insurance covering loss or damage to the Premises for the full replacement value of such work. The Named Insured shall include Trustee, Landlord, Tenant, Design-Builder and subcontractors as their interests appear.

Design-Builder or the subcontractors shall be responsible for any deductible payments that result from a loss at the Premises under this coverage.

13.1.5 Rental Interruption (Business Interruption). From and after the Rent Commencement Date, Landlord shall keep in full force and effect rental interruption (business interruption) insurance, in an amount not less than two times the maximum remaining scheduled annual payments of principal and interest on the Bonds.

13.2 Tenant's Insurance—From and After Rent Commencement Date. Without limiting or diminishing any indemnification contained within this Facilities Lease, Tenant shall procure and maintain or cause to be maintained, from Landlord's reimbursement as an Operating Expense, the following insurance coverage from and after the Rent Commencement Date (or, if later, Substantial Completion of the Project):

13.2.1 Property (Physical Damage). Casualty insurance coverage, for the greater of the outstanding principal balance of the Bonds then outstanding or full replacement cost of buildings, structures, fixtures, all improvements therein, and building systems as the same exists at each early anniversary of the term. Said policy shall (i) insure the Library Improvements against fire, lightning and all other risks covered by an extended coverage endorsement (excluding earthquake and flood), and may be subject to a \$10,000 loss deductible provision(ii) shall name Trustee as Loss Payee and Issuer, Landlord and Property Manager as Additional Insureds. Tenant may satisfy this insurance obligation by participation in CSAC Excess Insurance Authority, a Joint Powers Authority pursuant to Article 1, Chapter 5, Division 7, Title 1, of the California Government Code (Section 6500 et seq.) (the "**Insurance Authority**").

13.2.2 General Insurance Provisions — All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and (other than Workers' Compensation) have an A.M. BEST rating of not less than an A: VIII (A:8) unless such requirements are waived, in writing, by the other Party, and except that the County may obtain any or all of its required insurance from the CSAC Excess Insurance Authority, a Joint Powers Authority pursuant to Article 1, Chapter 5, Division 7, Title 1, of the California Government Code (Section 6500 et seq.), or successor thereto. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) Landlord or Landlord's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall have the prior written consent of the County's Risk Manager before the Rent Commencement Date. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to Tenant, at the election of the County's Risk Manager, Landlord's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Facilities Lease with Tenant, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) At the inception of this Facilities Lease, prior to the Rent Commencement Date and annually at the Landlord's insurance policy renewal date(s), Landlord shall cause its insurance carrier(s) to furnish Tenant and Trustee with certificate(s) of insurance and copies of endorsements effecting coverage as required herein. Further, Landlord shall provide no less than thirty (30) days' written notice to Tenant prior to any material modification or cancellation of such insurance. In the event of a cancellation, expiration or material reduction in coverage, Landlord shall deliver to Tenant prior to the effective date of such change in coverage, another certificate of insurance and copies of endorsements evidencing the coverages set forth herein and that the insurance required herein is in full force and effect. If Landlord shall fail to timely provide Tenant with such replacement certificate for the required insurance, then, following an additional written demand by Tenant and Landlord's failure to obtain such replacement insurance within five (5) days of such second written demand, Tenant shall be entitled to obtain such insurance at Tenant's sole cost and expense, which insurance obtained by Tenant in lieu of Landlord shall satisfy the requirements for Landlord's insurance under this Facilities Lease. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the endorsements for each policy and the certificate of insurance. The Facilities Lease term shall not commence until Tenant has been furnished certificates(s) of insurance and copies of endorsements as required in this Section, which shall be provided upon execution and delivery of this Facilities Lease.

(d) It is understood and agreed by the Parties hereto and the Landlord's insurance company(s) that the endorsements and policies shall so covenant and shall be construed as primary insurance, and Tenant's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory for Landlord's indemnity obligations herein.

14. Damage and Destruction.

14.1 Repair of Damage. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("**Casualty**"). If the Premises are damaged by a Casualty, or a Casualty results in the Premises not being provided with Base Building Systems per Section 2.5, Landlord shall, to the extent of insurance proceeds and funds in excess of insurance proceeds, if required, as provided by Tenant, promptly and diligently restore the Premises, including all tenant improvements originally constructed by Landlord, all to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If Tenant requests that Landlord make any modifications to the Premises in connection with the rebuilding, Landlord may condition its consent to those modifications on: (a) confirmation by Landlord's contractor that the modifications shall not increase the time needed to complete the Premises; or (b) an agreement by Tenant that the additional construction period shall not extend the rent abatement period, and (c) payment by Tenant for any and all additional costs to complete such modifications.

14.2 Repair Period Notice. Landlord shall, within thirty (30) days after the date of the Casualty or such later date as Landlord and Tenant may agree, provide written notice to Tenant indicating the anticipated period for repairing the Casualty ("**Repair Period Notice**").

The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Landlord to complete the repairs or, if Landlord has not retained a Contractor, a licensed Contractor not affiliated with Landlord, certifying the Contractor's opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Landlord's election either to repair or to terminate this Facilities Lease under this Section 14.2. Neither Landlord nor Tenant shall have the right to terminate this Facilities Lease as a result of any Casualty unless such Casualty materially and adversely affects Tenant's use and enjoyment of the Premises and either (i) the Casualty is an event which is not covered by insurance carried by Landlord (and Tenant is not willing to pay for all costs of restoration not covered by insurance), or (ii) Tenant's possession and use of the Premises cannot be restored by Landlord within twenty four (24) months for reasons other than delays caused by Tenant, or (iii) the Casualty occurs during the last twelve (12) months of the Term and Tenant's use and possession of the damaged portion of the Premises cannot be restored within 90 days. In the event of any termination of this Facilities Lease by reason of any Casualty as provided herein, Landlord shall be entitled to all proceeds of insurance as necessary to satisfy all outstanding obligations of the Indenture and Tenant shall accept the Premises in its as-is condition following such termination.

14.3 Rent Abatement. During any period on and after the Rent Commencement Date in which, by reason of a Casualty, there is substantial interference with the use and occupancy by Tenant of the French Valley Premises, Menifee Premises or Desert Hot Springs Premises, Base Rent due hereunder with respect to the applicable portion of the Premises shall be abated and the Base Rent payable under this Facilities Lease shall not be greater than the annual fair rental value of the portion of the Premises in respect of which there is no substantial interference with the Tenant's use and occupancy. Such abatement shall commence with the date of such Casualty and end with the substantial completion of the work of repair or replacement of the portions of the Premises so damaged or destroyed. Any abatement of rental payments pursuant to this Section shall not be considered an event of default as defined in Section 18.2. Notwithstanding the foregoing, there may be no abatement of Base Rent to the extent that the proceeds of rental interruption insurance, are available to pay Base Rent. As provided in Section 4.1 (but subject to Section 14.2), the Term shall be automatically extended for a period of time equal in duration to the time period that the Premises are unavailable for Tenant's use and occupancy as a result of an abatement with respect to the entire Premises following the expiration of the rental interruption insurance coverage described in Section 13.

14.4 Waiver of Statutory Provisions. The provisions of this Facilities Lease, including those in this Section 14 constitute an express agreement between Landlord and Tenant that applies in the event of any Casualty to the Premises. Landlord and Tenant, therefore, fully waive the benefits of California Civil Code Sections 1932(2) and 1933(4) by virtue of any such substantial interference and this Facilities Lease shall continue in full force and effect.

15. Eminent Domain.

15.1 Total Condemnation of all or Portion of Premises. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Facilities Lease will terminate as of the date of

title vesting in that proceeding and the Base Rent will be abated from the date of termination. If all of the French Valley Premises, Menifee Premises or Desert Hot Springs Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, the portion of this Facilities Lease attributable thereto will terminate as of the date of title vesting in that proceeding and the Base Rent will be proportionately abated from the date of termination as provided in Rent Schedule.

15.2 Partial Condemnation. If a portion of the French Valley Premises, Menifee Premises or Desert Hot Springs Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation renders the remaining portion thereof unusable for Tenant's business and purposes as reasonably determined by Tenant, the entire portion of this Facilities Lease attributable to the affected Premises will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Base Rent will be abated to the date of termination as provided in the Rent Schedule. If the partial condemnation does not render the affected portion of the Premises unusable for the purposes of Tenant permitted by this Facilities Lease as reasonably determined by Tenant and less than a substantial portion of the French Valley Premises, Menifee Premises or Desert Hot Premises is condemned, Landlord and Tenant must use commercially reasonable efforts to replace the affected portion of the Premises to the extent of any condemnation proceeds recovered by Landlord, excluding the portion lost in the condemnation, and this Facilities Lease will continue in full force, except that after the date of the title vesting, the Base Rent will be adjusted, as reasonably determined by Landlord and Tenant.

15.3 Award. If the Premises are wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation as it relates to Landlord's interest in the Premises, to the extent the amount required to prepay or defease the Bonds and to pay the costs associated with such prepayment or defeasance, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. Tenant, however, will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with costs in removing Tenant's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location and for Tenant's fee title interest in the Premises as Ground Lessor under the Ground Lease.

15.4 Temporary Condemnation. In the event of a temporary condemnation, this Facilities Lease will not terminate and remain in effect. Base Rent payable under this Facilities Lease will be abated during the term of such temporary condemnation. Landlord and Tenant will receive any award made for the temporary condemnation in the same manner as provided in Section 15.3 hereof. If a temporary condemnation remains in effect at the expiration or earlier termination of this Facilities Lease, Tenant will pay Landlord the reasonable cost of performing any obligations required of Tenant with respect to the surrender of the Premises. If a temporary condemnation is for a period that extends beyond the Term, this Facilities Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 15.3.

15.5 Tenant Covenants. Notwithstanding anything to the contrary set forth in this Facilities Lease, Tenant agrees not to (i) exercise any right of condemnation with respect to the Premises which would interfere with the continued use and enjoyment of the Premises for its intended purposes under this Facilities Lease, or (ii) take any action to rezone the Premises for any use not consistent with the intended uses set forth in this Facilities Lease.

16. Estoppel Certificates.

16.1 Estoppel Certificates. Tenant, at any time and from time to time during the term of this Facilities Lease, and any extension thereof, and within twenty (20) business days after request, in writing, has been given by Landlord, shall execute, acknowledge and deliver to Landlord or the requesting party a statement in writing certifying that this Facilities Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications). The statement shall also include the dates to which the rent and any other charges have been paid in advance, that there are no defaults existing or that defaults exist and the nature of such defaults. It is intended that such statement as provided in this Section 16.1 may be relied upon by Trustee as assignee of Landlord.

16.2 Failure to Execute. Tenant's failure to execute, acknowledge and deliver on request of such statement described in Section 16.1 above within the required time shall constitute acknowledgment by Tenant to all persons entitled to rely on such statement that this Facilities Lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice or request and shall constitute a waiver, with respect to all persons entitled to rely on such statement of any defaults that may exist before the date of such notice.

17. Assignment and Subletting.

17.1 During the term of this Facilities Lease, the Ground Lease, the Libraries and Library Improvements shall not be conveyed, transferred or assigned except pursuant to the terms of the Indenture, the Deed of Trust and the Lease Assignment Agreement for the benefit of the Trustee, as further described in the Indenture. Any attempted conveyance, transfer or assignment, whether voluntarily or by operation of law or otherwise, to any person or entity not in compliance with the preceding sentence shall be void and of no effect whatsoever.

17.2 Notwithstanding the foregoing, Tenant, subject to obtaining a prior approving opinion of Bond Counsel, may enter into subleases without the prior consent of Landlord, provided that any and all such subleases shall be subject and subordinate to the terms of this Facilities Lease and Tenant shall not be released of any liability under this Facilities Lease by reason of any assignment or any subletting. Additionally, subject to the tax certificate executed by the Issuer and Landlord in connection with the Bonds, allowing a de minimis portion of any of the French Valley Premises, Menifee Premises or Desert Hot Springs Premises, i.e. 500 square feet or less, to be used by a third party vendor in connection with the installation of related services, including but not limited to a vending machine, ATM machine or payphone shall not constitute an assignment or subletting.

18. Default.

18.1 Landlord's Default.

18.1.1 Failure to Perform. Except as provided to the contrary in this Facilities Lease, Landlord's failure to perform any of its obligations under this Facilities Lease shall constitute a default by Landlord under this Facilities Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required performance to cure cannot be completed within thirty (30) days, Landlord's failure to perform shall constitute a default under this Facilities Lease unless Landlord undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete the cure as soon as reasonably possible but no later than ninety (90) days thereafter.

18.1.2 Tenant's Right to Cure Landlord's Default. Except as provided to the contrary in this Facilities Lease, if Tenant provides notice to Landlord of Landlord's failure to perform any of its obligations under this Facilities Lease and Landlord fails to provide such action as required by the terms of this Facilities Lease within the period specified, Tenant may take the required action if: (a) Tenant delivers to Landlord an additional written notice advising Landlord that Tenant intends to take the required action if Landlord does not begin the required action within ten (10) days after the written notice; and (b) Landlord fails to begin the required action within this ten (10) day period. Tenant may pursue any remedies at law or in equity to recover costs and damages resulting from Landlord's failure to perform. Any election by Tenant to cure a Landlord default shall not impact the Landlord's cure period set forth in Section 18.1.1 with respect to such default.

18.2 Tenant's Default.

18.2.1 Non-Monetary Default. Except as provided to the contrary in this Facilities Lease, Tenant's failure to perform any non-monetary obligations under this Facilities Lease, or (i) the making by Tenant of any general assignment for the benefit of creditors, (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Facilities Lease, where possession is not restored to Tenant within sixty (60) days, or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Facilities Lease where such seizure is not discharged within sixty (60) days, shall constitute a default by Tenant under this Facilities Lease if the failure or condition continues for thirty (30) days after written notice of the failure or condition from Landlord to Tenant. If the required performance to cure cannot be completed within thirty (30) days, Tenant's failure to perform or continuation of such default condition shall constitute a default under this Facilities Lease unless Tenant undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete this cure as soon as reasonably possible but no later than one hundred twenty (120) days thereafter. If Landlord provides notice to Tenant of Tenant's failure to perform any of its non-monetary obligations under this Facilities Lease and Tenant fails to provide such action as required by the terms of this Facilities Lease within the periods specified above, Landlord may

take the required action if: (a) Landlord delivers to Tenant an additional written notice advising Tenant that Landlord intends to take the required action if Tenant does not begin the required action within ten (10) days after the written notice; and (b) Tenant fails to begin the required action within this ten (10) day period. Landlord may pursue any remedies at law or in equity to recover costs and damages resulting from Tenant's failure to perform.

18.2.2 Monetary Default. In the event of default by Tenant in the payment of Base Rent, Additional Rent or any other monetary obligations of Tenant, Landlord (or Trustee, as assignee of the rights of Landlord pursuant to the Indenture and the Lease Assignment Agreement) shall have the remedies provided in Section 18.2.4 below; provided Landlord or Trustee delivers written notice to Tenant of Tenant's failure to pay any Base Rent, Additional Rent or other monetary obligation of Tenant and Tenant fails to cure such failure as required by the terms of this Facilities Lease within thirty (30) days of receipt of said notice.

18.2.3 Consequences of Abatement. Notwithstanding any provision of this Section 18, neither the Landlord nor Trustee may terminate this Facilities Lease or exercise any default remedy as a consequence of any rental abatement under this Facilities Lease. Abatement of rental payments will neither be an event of default under this Facilities Lease nor permit either the Landlord or Trustee to take any action (except as provided in the applicable abatement provisions herein and (if any) in the Ground Lease) or avail themselves of any remedy against the Tenant.

18.2.4 Remedies on Default.

(a) Upon the happening of any monetary default (and subject to Section 18.2.2 above), Trustee may exercise those remedies granted to it pursuant to law or hereunder, subject to the terms of this Facilities Lease. The Trustee, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(i) to terminate this Facilities Lease in the manner hereinafter provided on account of default by Tenant, notwithstanding any retaking of possession or re-letting of the Premises as hereinafter provided for in subsection (a)(ii) below, and to retake possession of the Premises. In the event of such termination, Tenant agrees to surrender immediately possession of the Premises, without let or hindrance, and to pay the Trustee all damages recoverable at law that the Trustee may incur by reason of default by Tenant, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such retaking possession of the Premises. Neither notice to pay Base Rent or Additional Rent nor to deliver up possession of the Premises given pursuant to law nor any proceeding in unlawful detainer, or otherwise, brought by the Trustee for the purpose of obtaining possession of the Premises, nor the appointment of a receiver upon initiative of the Trustee to protect its interest under this Facilities Lease shall of itself operate to terminate this Facilities Lease, and no termination of this Facilities Lease on account of monetary default by Tenant shall be or become effective by operation of law or acts of the parties hereto, unless and until the Trustee shall have given written notice to Tenant of the election on its part to terminate this Facilities Lease; or

(ii) without terminating this Facilities Lease, (x) to enforce any other term or provision of this Facilities Lease to be kept or performed by Tenant, and/or (y) exercise any and all rights to retake possession of the Premises.

(b) In the event the Trustee does not elect to terminate this Facilities Lease in the manner provided for in subsection (a)(ii) hereof, Tenant shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by Tenant to the end of the term of this Facilities Lease, notwithstanding any retaking of possession of the Premises by the Trustee or suit in unlawful detainer, or otherwise, brought by the Trustee for the purpose of obtaining possession of the Premises. Should the Trustee elect to retake possession of the Premises as herein provided, Tenant hereby irrevocably appoints the Trustee as the agent and attorney-in-fact of Tenant to re-let the Premises, or any portion thereof, from time to time, either in the Trustee's name or otherwise, upon such terms and conditions and for such use and period as the Trustee may deem advisable and Tenant hereby indemnifies and agrees to save harmless the Trustee from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any retaking of possession of and re-letting of the Premises by the Trustee or its duly authorized agents in accordance with the provisions herein contained, except for any such costs, loss or damage resulting from the intentional or grossly negligent actions of the Trustee or its agents. Tenant agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of the Trustee to re-let the Premises in the event of such reentry without effecting a surrender of this Facilities Lease, and further agrees that no acts of the Trustee in effecting such re-letting shall constitute a surrender or termination of this Facilities Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that on the contrary, in the event of such default by Tenant, the right to terminate this Facilities Lease shall vest in the Trustee to be effected in the sole and exclusive manner provided for in subsection (a)(1). Tenant further waives the right to Base Rent obtained by the Trustee in excess of the Base Rent herein specified and hereby conveys and releases such excess to the Trustee as compensation to the Trustee for its services in re-letting the Premises or any items thereof.

(c) Tenant hereby waives any and all claims for damages caused or which may be caused by the Trustee in taking possession of the Premises as herein provided and all claims for damages that may result from the destruction of or injury to the Premises and all claims for damages to or loss of any Premises belonging to Tenant, or any other person, that may be on or about the Premises. Notwithstanding anything to the contrary contained in this Facilities Lease, the Trustee shall not re-enter or re-let the Premises upon a monetary default unless the Trustee or its sublessee agrees to perform Tenant's obligations under any then existing sublease, license, management contract, or other agreement substantially relating to the Premises, unless the other party to such sublease, license, management contract, or other agreement is in default thereunder.

18.2.5 Further Limitations on Remedies Following Tenant's Default. Notwithstanding any provision of this Section 18, in no event shall Landlord or Trustee have the right to accelerate any payments owing by Tenant under this Facilities Lease.

19. Representations and Warranties.

19.1 By Landlord. Landlord represents and warrants to Tenant that:

19.1.1 Certificate of Authority. It is duly constituted under the laws of the state of its organization, and that the person(s) who is acting as its signatory in this Facilities Lease is duly authorized and empowered to act for and on behalf of the Landlord. Landlord shall furnish Tenant prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

19.1.2 No Litigation. There are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Landlord or the Premises which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

19.1.3 Enforceable. This Facilities Lease has been duly authorized, executed and delivered by the Landlord and constitutes the legal, valid and binding obligation of Landlord enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

19.2 By Tenant. Tenant represents and warrants to Landlord that:

19.2.1 Evidence of Authority. It is a duly constituted under the laws of the state of California, and that the person(s) who is acting as its signatory in this Facilities Lease is duly authorized and empowered to act for and on behalf of Tenant and has been authorized to do so by the Board of Supervisors. Tenant shall furnish Landlord prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein and evidence of such Board of Supervisors approval.

19.2.2 No Litigation. There are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Tenant which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

19.2.3 Enforceable. This Facilities Lease has been executed and delivered by Tenant and upon approval by the Board of Supervisors as set forth in Section 21.19, constitutes the legal, valid and binding obligation of Tenant enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

20. Ground Lease.

20.1 Tenant acknowledges and agrees that Landlord's interest in the Leased Premises is pursuant to the Ground Lease and Tenant agrees that the terms of this Facilities Lease shall be subject and subordinate to the terms of the Ground Lease.

20.2 Tenant hereby agrees (i) to abide by and assumes all of the terms and conditions of the Ground Lease to the extent pertaining to the use and occupancy of the Leased Premises and (ii) to not do any act that constitutes a violation or breach of the terms of the Ground Lease. Notwithstanding the foregoing, (i) Tenant shall have no right or authority to, and shall not, modify, amend or supplement the terms of the Ground Lease or terminate or cause a termination of the Ground Lease without the prior written consent of Landlord and the Trustee, which consent Landlord and Trustee each may withhold in their reasonable discretion; and (ii) Tenant shall not exercise any rights in its capacity as Ground Lessor under the Ground Lease which would create any additional liability or obligation upon Landlord without the prior written consent of Landlord and the Trustee, which consent Landlord and the Trustee shall not unreasonably withhold, condition or delay.

20.3 Landlord and Tenant shall deliver to the other copies of all notices or other correspondence sent to or received by such Party related to the Facilities Lease promptly after such Party's sending or receipt of the same.

20.4 As set forth in the Ground Lease, in the event the Ground Lease is terminated as a result of a default by Ground Lessee, Ground Lessor will enter into a new ground lease, on the same terms as the Ground Lease, with Trustee. Landlord and Trustee, or their assigns or successors, shall have the obligation to mitigate damages in the event of early termination of the Facilities Lease by Landlord or Trustee as a result of an uncured monetary default by Tenant.

21. Miscellaneous.

21.1 Quiet Enjoyment. Landlord covenants that Tenant shall at all times during the term of this Facilities Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as Tenant shall fully and faithfully perform the terms and conditions that it is required to do under this Facilities Lease and subject to the terms of the Ground Lease.

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

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

21.4 Severability. The invalidity of any provision in this Facilities Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

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

21.6 [Intentionally omitted]

21.7 Tenant's Representative. Tenant hereby appoints the County Executive Officer and Assistant County Executive Officer/Economic and Community Development, each acting alone, as its authorized representatives to administer this Facilities Lease.

21.8 Agent for Service of Process. It is expressly understood and agreed that in the event Landlord is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign limited liability company or corporation, then in any such event, Landlord shall file with County's County Executive Officer and Assistant County Executive Officer/Economic and Community Development, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Facilities Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Landlord. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event, Landlord may be personally served with such process out of this county and that such service shall constitute valid service upon Landlord. It is further expressly understood and agreed that Landlord is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

21.9 Entire Agreement. This Facilities Lease is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith, except that the terms and conditions of the Ground Lease shall be in effect together with this Facilities Lease. This Facilities Lease may be changed or modified only upon the written consent of the Parties hereto.

21.10 Interpretation. The Parties hereto have negotiated this Facilities Lease at arm's length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against Tenant solely because it prepared this Facilities Lease in its executed form.

21.11 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Facilities Lease.

21.12 Consent. Whenever Landlord's or Tenant's consent is required under any provision of this Facilities Lease, it shall not be unreasonably withheld, conditioned or delayed.

21.13 [Intentionally Omitted].

21.14 Conveyance by Landlord. Should Landlord convey the Premises, all rights and obligations inuring to Landlord by virtue of this Facilities Lease shall pass to the grantee named in such conveyance, and the grantor shall be relieved of all obligations or liabilities hereunder, except those theretofore accrued and not discharged.

21.15 Mechanic's Liens. If any mechanic's or materialmen's lien or liens shall be filed against the Premises for work done or materials furnished to the Landlord, Landlord shall, at Tenant's sole cost and expense (unless such liens are attributable to Landlord's negligence) cause such lien or liens to be discharged within fifteen (15) days after notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any notice preliminary to establishing such a lien (such as the California Preliminary 20-Day Notice) is served on Landlord for work done on the Premises, Landlord shall immediately forward a copy of such notice to Tenant.

21.16 Force Majeure. If either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by as a result of an event which creates a Force Majeure Cost, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such event which created the Force Majeure Cost. The provisions of this Section 21.16 shall not apply to nor operate to excuse Landlord from paying any Operating Expenses, or Tenant from the payment of Base Rent, or any Additional Rent or any other payments strictly in accordance with the terms of this Facilities Lease.

21.17 Notice. Except as expressly provided elsewhere in this Facilities Lease, all notices and other communication required under this Facilities Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth in Section 21.17 herein. Any notice sent by certified mail, return receipt requested, shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the overnight courier. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

Tenant's Notification Address:

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

Landlord's Notification Address:

CFP Riverside, LLC
18336 Minnetonka Boulevard, Suite C
Deephaven, MN 55391
Attn: President

Trustee:

U.S. Bank National Association
633 West Fifth Street, 24th floor
Los Angeles, CA 90071
Attention: Global Corporate Trust

Project Manager:

Omni West Group, Inc.
3943 Irvine Blvd, Suite 607
Irvine, CA 92602

21.18 Authority. If Landlord is a corporation, limited liability company, general or limited partnership or individual owner, each individual executing this Facilities Lease on behalf of said corporation, limited liability company, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Facilities Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Facilities Lease and that this Facilities Lease is binding upon said corporation and/or partnership or individual.

21.19 Approval of Supervisors. Anything to the contrary notwithstanding, this Facilities Lease shall not be binding or effective until its approval by Board of Supervisors and execution by the Chairman of the Board of Supervisors.

21.20 Limitation on Landlord Liability. Notwithstanding anything contained in this Facilities Lease to the contrary, the obligations of Landlord under this Facilities Lease (including as to any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual members, managers, directors, officers, attorneys, accountants, representatives or agents of Landlord or Landlord's sole member, and Tenant shall not seek recourse against the individual members, managers, directors, officers, attorneys, accountants, representatives or agents of Landlord or Landlord's sole member or any other persons or entities having any interest in Landlord, or any of their personal assets for satisfaction of any liability with respect to this Facilities Lease. In addition, in consideration of the benefits accruing hereunder to Tenant and notwithstanding anything contained in this Facilities Lease to the contrary, Tenant hereby covenants and agrees for itself and all of its successors and assigns that the liability of Landlord for its obligations under this Facilities Lease (including any liability as a result of any actual or alleged failure, breach or default hereunder by Landlord), shall be limited solely to, and Tenant's and its successors' and assigns' sole and exclusive remedy shall be against, Landlord's interest in the Project, and no other assets of Landlord. The term "**Landlord**" as used in this Facilities Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the title to the Library Improvements, or a lessee's leasehold interest in a ground lease of, on the Premises. In the event of any transfer or conveyance of any such title or interest (other than a transfer for security purposes only), the transferor shall be automatically relieved of all covenants and obligations on the part of Landlord contained in this Facilities Lease; provided transferee is fully bound by all covenants and terms of this Facilities Lease which shall remain in full force and effect. Landlord and Landlord's transferees and assignees shall have the absolute right to transfer all or any portion of their respective title and interest in the Premises, the Building and/or this Facilities Lease.

21.21 No Merger of Estates. The interests of Landlord, Tenant and Trustee in the Premises shall at all times be separate and apart. No merger of any estate shall occur by operation of law or otherwise, unless all parties then having any interest in the Premises execute a written document effecting the merger of estates.

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

21.23 Bond Financing Contingency. Notwithstanding any other provision of this Facilities Lease to the contrary, all obligations and agreements of the Landlord and Tenant hereunder shall be of no force or effect until the issuance of the Bonds on terms which are acceptable to each of the Landlord and the Tenant in their sole and absolute discretion.

21.24 Acknowledgement of Project Manager and Property Manager. The Tenant acknowledges and agrees that, pursuant to the Project Management Agreement, the Landlord has engaged and appointed the Project Manager to provide certain services and duties of the Landlord under the Indenture, this Facilities Lease and the Bond Financing Documents, and pursuant to the Property Management Agreement the Landlord has engaged and appointed the Property Manager to provide certain services and duties of the Landlord under this Facilities Lease, the Ground Lease and the Work Letter. Tenant and Landlord agree that the Project Manager/Property Manager shall be included in all notices and communications to the Landlord, and that the performance by the Project Manager/Property Manager of its services on behalf of the Landlord shall satisfy the obligations of the Landlord under the Indenture, the Bond Financing Documents, this Facilities Lease, the Ground Lease and the Work Letter. Notwithstanding the foregoing, nothing in the Project Management Agreement or the Property Management Agreement shall (a) relieve the Landlord of its responsibilities under the Indenture, the Bond Financing Documents, this Facilities Lease, the Ground Lease, or the Work Letter, or (b) except for the effect of naming Tenant an express third-party beneficiary of the Project Management Agreement and/or Property Management Agreement, create any independent responsibilities or obligations of the Project Manager/Property Manager thereunder.

[Signature Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Facilities Lease upon the dates indicated below.

TENANT:

COUNTY OF RIVERSIDE

By: _____
Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy General Counsel

LESSOR:

CFP RIVERSIDE, LLC

A Minnesota non-profit limited liability
company

By: _____
Name: Steve Collins
Title: President

EXHIBIT A

ARCHITECTURAL DESIGN EXHIBITS

[attached]

Exhibit A-1 French Valley Architectural Design Exhibits

Exhibit A-2 Menifee Architectural Design Exhibits

Exhibit A-3 Desert Hot Springs Architectural Design Exhibits



Commercial Real Estate Services

PROJECT: Riverside County Library System – French Valley

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018
3D VIEWS EXTERIOR ENTRANCE	DATED 01/23/2019

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

Phone (949) 215-9790 · Fax (949) 215-9798 · 3943 Irvine Blvd., Suite 607 Irvine, CA 92602
www.OmniWestGroup.com



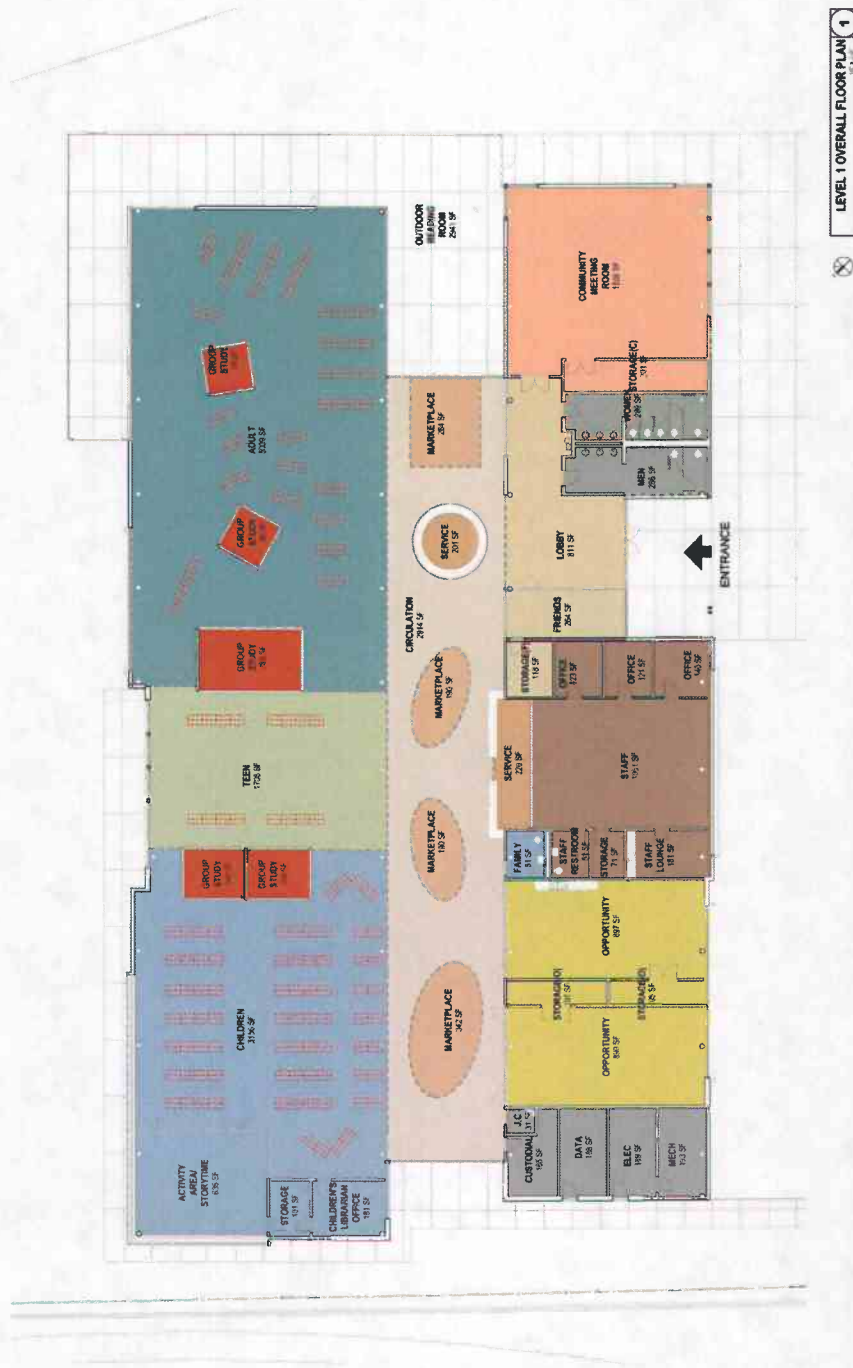
☒ SITE PLAN

gkk WORKS | CANNONDESIGN
ARCHITECTURAL FIRM INC. 441 W. 11th Street
 DENVER, CO 80202

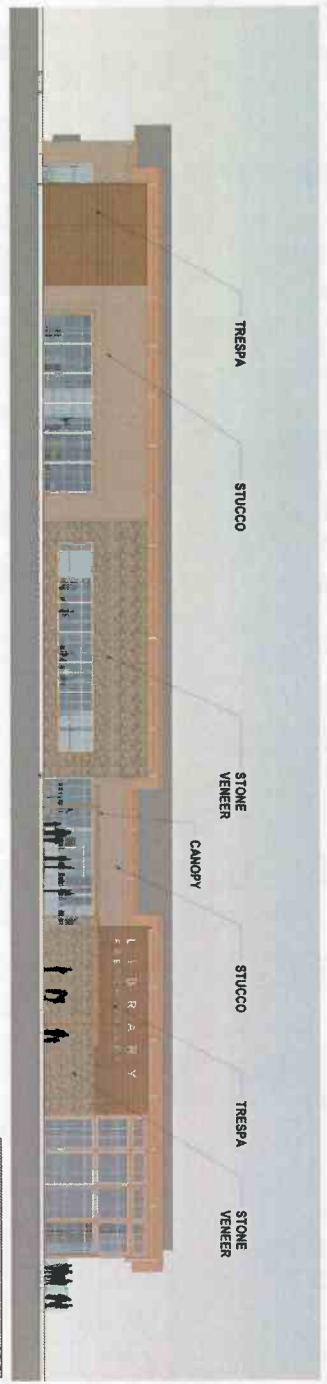
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**COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
 FRENCH VALLEY**

SITE PLAN
02/20/2015 2:28A



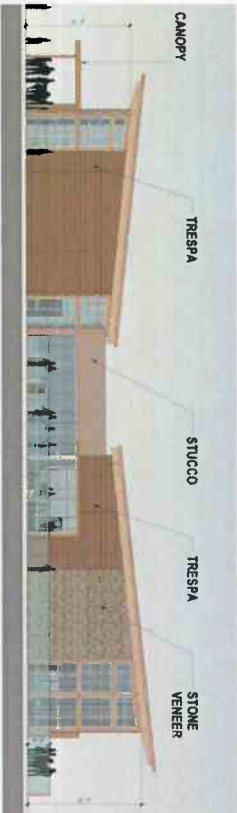
LEVEL 1 OVERALL FLOOR PLAN 1



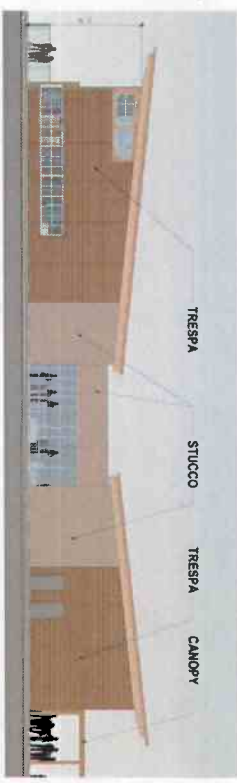
FRENCH VALLEY-ELEVATION-SE 2



FRENCH VALLEY-ELEVATION-NW 3



FRENCH VALLEY-ELEVATION-NE 4



FRENCH VALLEY-ELEVATION-SW 4

EXTERIOR ELEVATIONS

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
FRENCH VALLEY

DECEMBER 20, 2014





Commercial Real Estate Services

PROJECT: Riverside County Library System – Menifee

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

Phone (949) 215-9790 · Fax (949) 215-9798 · 3943 Irvine Blvd., Suite 607 Irvine, CA 92602
www.OmniWestGroup.com

MENIFEE RD

LA PIEDRA RD



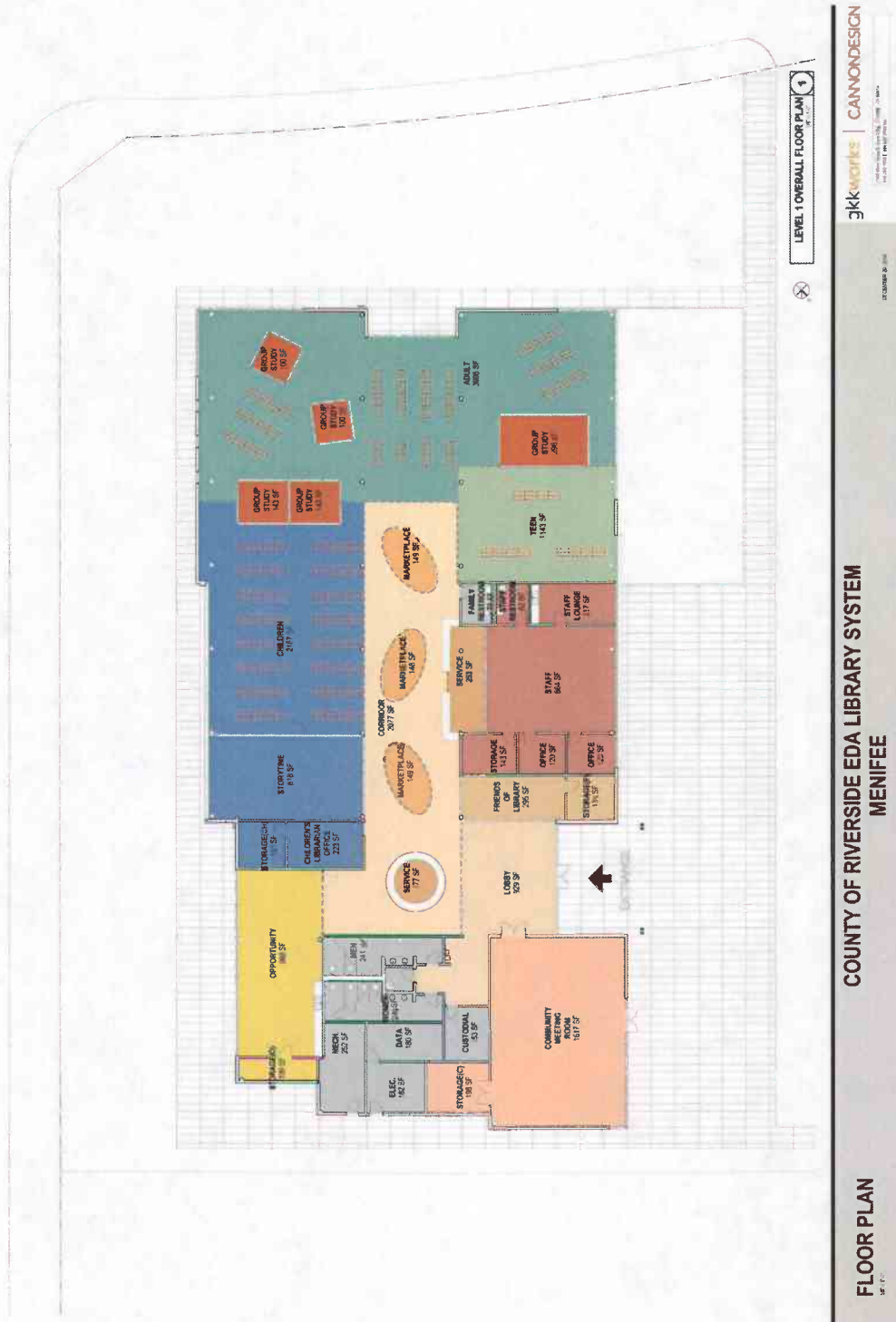
LEVEL 1 MENIFEE 1



gkkworks | **CANNONDESIGN**
ARCHITECTURAL DESIGN AND CONSTRUCTION SERVICES

**COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
MENIFEE**

SITE PLAN





3D View EXTERIOR 1 1



3D View EXTERIOR 2 2

3D VIEWS-EXTERIOR COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM MENIFEE

gkk **WORLES** | CANNONDESIGN
ARCHITECTURAL FIRM INC. 1000 N. CALIFORNIA STREET, SUITE 100, ANAHEIM, CA 92816
 TEL: 714.944.1000 FAX: 714.944.1001



Commercial Real Estate Services

PROJECT: Riverside County Library System – Desert Hot Springs

TENANT: Riverside County Library System

TENANT APPROVAL OF ARCHITECTURAL DESIGN LEASE EXHIBITS

ARCHITECTURAL DRAWINGS

SITE PLAN	DATED 12/20/2018
FLOOR PLAN	DATED 12/20/2018
EXTERIOR ELEVATIONS	DATED 12/20/2018
3D VIEWS EXTERIOR	DATED 12/20/2018

Tenant hereby approves architectural design lease exhibits

Tenant: Riverside County Library System

By: _____

Print Name: Suzanne Holland, MLOS

Date: _____

Phone (949) 215-9790 · Fax (949) 215-9798 · 3943 Irvine Blvd., Suite 607 Irvine, CA 92602
www.OmniWestGroup.com





SITE PLAN

**COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
DESERT HOT SPRINGS**

02/28/2018 9:24 AM

3kworks | **CANNONDESIGN**

SITE - DESERT HOT SPRING

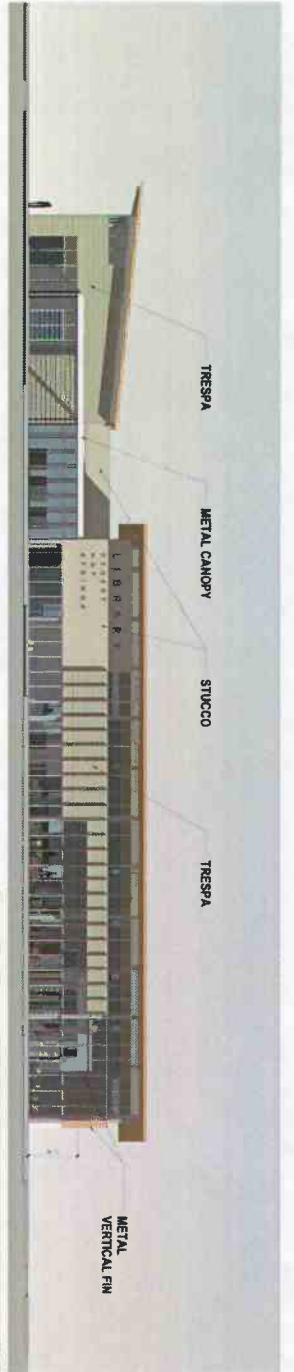
FLOOR PLAN

COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM
DESERT HOT SPRINGS



1 LEVEL 1 OVERALL FLOOR PLAN 2

JKKWORKS | CANNONDESIGN



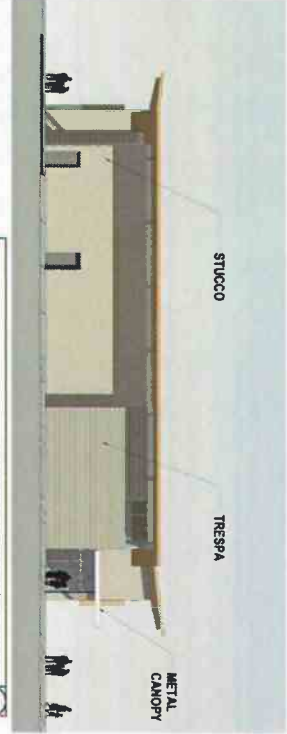
DESERT HOT SPRINGS-NORTH ELEVATION 1



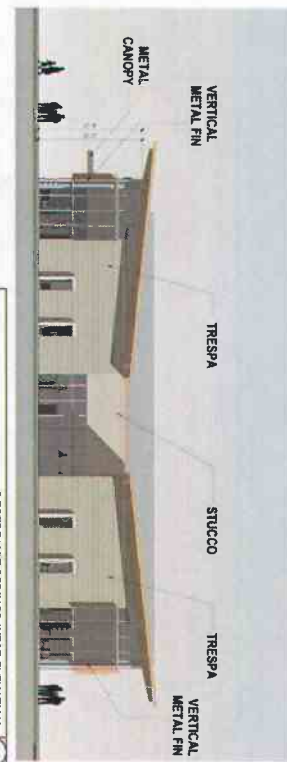
TRESPA PANELS/SIDING



DESERT HOT SPRINGS-SOUTH ELEVATION 2



DESERT HOT SPRINGS-EAST ELEVATION 3



DESERT HOT SPRINGS-WEST ELEVATION 4

EXTERIOR ELEVATIONS COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM DESERT HOT SPRINGS



3D View - NW 1



3D View - SW 2

3D VIEWS - EXTERIOR **COUNTY OF RIVERSIDE EDA LIBRARY SYSTEM**
DESERT HOT SPRINGS

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