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



MEETING DATE:

Tuesday, August 27, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA); Approval of First Amendment to Lease with Mohammad Iqbal Admani and Khairunnisa Admani, Trustees of the Admani Family 2002 Trust, RUHS-Department of Public Health, WIC, Corona, District 2, CEQA Exempt, [\$3,373,811], Federal 100% (WIC), (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061 (b) (3), the "Common Sense" exemption;
- 2. Approve the First Amendment to Lease with Mohammad Iqbal Admani and Khairunnisha Admani, Trustees of the Admani Family 2002 Trust, and authorize the Chairman of the Board to execute same on behalf of the County; and
- 3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) business days of Board approval.

ACTION:Policy, CIP

8/12/2019

Kin Saruwatari, Director of Public Health

2/44/2046

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None None

Absent: Date:

August 27, 2019

XC:

EDA

Kecia R. Harper Clerk of the Board

eputy)

Page 1 of 4

ID# 10380

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$264,730	\$229,506	\$3,373,811	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUND	S: 100% Federal	Funds (WIC)	Budget	Adjustment: No
			For Fis 2034/35	cal Year: 2019/20-

CEO RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 13, 2016, the Board of Supervisors approved that certain Lease between the County, on behalf of RUHS-Public Health, WIC, ("Department") and Corona Medical Arts Plaza, LLC ("Original Lessor"), whereby the County leased suite 100 in the building located at 2815 S. Main Street, Corona, California ("Building"), which is adjacent to the RUHS Care Clinic located at 2813 S. Main Street, Corona, California. Simultaneously on December 13, 2016, the Board of Supervisors approved that certain Lease between the County, on behalf of RUHS — Public Health, WIC, and Corona Medical Arts Plaza, LLC, whereby the County leased Suites 110 and 115 of the Building with the intent of moving into the leased premises upon expiration of its existing lease for the property located at 1307 W. Sixth Street, Corona, California, which expired on July 1, 2019 ("Phase II").

On December 23, 2018, the Original Lessor granted title to the Property by Grant Deed, and assigned said leases, as lessor, to Mohammad Iqbal Admani and Khairunnisa Admani, Trustees of the Admani Family 2002 Trust ("Current Lessor").

The approved budget for Phase II in the amount of \$408,241.98 in 2016, increased by \$231,391.02 in year 2019. A budget revision is requested due to the increased cost of materials and prevailing wage that have occurred since 2016. The additional funds are necessary to complete the required improvements to Suites 110 and 115. This will allow RUHS-Public Health, WIC to vacate the leased premises located at 1307 W. Sixth Street in Corona and take full occupancy of Suites 110 and 115 of the Building.

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment to Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing facilities exemption and Section 15061 (b) (3) – "Common Sense" exemption. The proposed project, the First Amendment to Lease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The Lease is summarized as follows:

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

Location:

2815 S. Main Street, Suite 110 and 115, Corona, CA

Lessor:

Mohamad Iqbal Admani and Khairunnisa Admani, Trustees of the

Admani Family 2002 Trust

439 Julia Drive Brawley, CA

Size:

Approximately 4,096 Square Feet

Rent:

\$ 2.35 Sq. Ft.

\$ 9,626.00 Per Month \$115,512.00 Per Year

Annual Escalator:

2.75%

Term:

The lease term shall commence on substantial completion of the

tenant improvements and expire on June 13, 2032.

Improvements:

Not to Exceed \$639,633.00, plus a 14% Contingency if needed, for a total not to exceed cost of \$729,181.62. The total cost shall be amortized at an interest rate not to exceed 5.5% interest over the first ten years of the lease term at a monthly payment not to

exceed \$7,913.54 per month.

Utilities:

County pays electricity and phones, Lessor pays for gas, water

and trash

Maintenance:

Lessor

Custodial:

Lessor

RCIT:

\$75,790.00

The First Amendment to Lease has been approved as to form by County Counsel.

Impact on Citizens and Businesses

This RUHS-Public Health WIC Facility will continue to serve the residents within the region. This WIC Facility is conveniently located close to public transportation for ease of access.

SUPPLEMENTAL:

Additional Fiscal Information

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

See Exhibits A, B & C

RUHS-Public Health will budget these costs in FY 2019/20 and will reimburse EDA for all costs on a monthly basis.

Contract History and Price Reasonableness

The lease rate and tenant improvement reimbursement rate is deemed competitive based upon the current market.

Attachments (if needed, in this order):

- Exhibits A, B & C
- First Amendment to Lease
- Notice of Exemption
- Aerial Image

RF:HM:VY:SG:CC:jb CR044 20.670 Minute Traq ID #10380

Perini Itaha, Principal Menagement Amalyst 8/19/2019

Gregory . Priamos, Director County Counsel

8/15/2019

Exhibit A

FY 2019/20

Riverside University Health System - Public Health/WIC Lease Cost Analysis 2815 S. Main Street, Suite 110, 115, Corona

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	4,096	SC)FT		
Approximate Cost per SQFT (Jul-Aug) Approximate Cost per SQFT (Sep-Jun)	\$ - \$ 2.35				
Lease Cost per Month (Jul-Aug) Lease Cost per Month (Sep-Jun)		\$ \$	9,626.00		
Total Lease Cost (Jul-Aug) Total Lease Cost (Sep-Jun) Total Estimated Lease Cost for FY 2019/20				\$ \$	96,260.00 96,260.00
Custodial Cost per Month (Jul-Aug) Custodial Cost per Month (Sep-Jun)		\$ \$	<u>.</u> • •		
Total Custodial Cost (Jul-Aug) Total Custodial Cost (Sep-Jun) Total Estimated Custodial Cost for FY 2019/20				\$ \$	
Estimated Additional Costs:					
Utility Cost per SQFT Estimated Utility Costs per Month Total Estimated Utility Cost (Jul-Aug) Total Estimated Utility Cost (Sep-Jun)	\$ 0.12	_\$_	491.52		4,915.20
Total Estimated Utility Cost for FY 2019/20 RCIT				\$	4,915.20
Tenant Improvement				\$	75,790.00 79,135.40
EDA Lease Management Fee as of 09/01/2019	4.92%			\$_	8,629.45
TOTAL ESTIMATED COST FOR FY 2019/20				\$:	264,730.05
TOTAL COUNTY COST	0%			\$	****

Exhibit B

FY 2020/21

Riverside University Health System - Public Health/WIC Lease Cost Analysis 2815 S. Main Street, Suite 110, 115, Corona

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	4,096 SQFT		
Approximate Cost per SQFT (Jul-Aug) Approximate Cost per SQFT (Sep-Jun)	\$ 2.35 \$ 2.41		
Lease Cost per Month (Jul-Aug) Lease Cost per Month (Sep-Jun)	· · · · · · · · · · · · · · · · · · ·	26.00 90.72	
Total Lease Cost (Jul-Aug) Total Lease Cost (Sep-Jun) Total Estimated Lease Cost for FY 2020/21		\$ 98,9	252.00 907.20 159.20
Custodial Cost per Month (Jul-Aug) Custodial Cost per Month (Sep-Jun)	\$ \$	4	
Total Custodial Cost (Jul-Aug) Total Custodial Cost (Sep-Jun) Total Estimated Custodial Cost for FY 2020/21		\$ \$ \$.
Estimated Additional Costs:			
Utility Cost per SQFT Estimated Utility Costs per Month Total Estimated Utility Cost (Jul-Jun)	\$ 0.12 _\$ 49	9 <u>1.52</u> \$ 5.8	398.24
Tenant Improvement			062.48
EDA Lease Management Fee as of 09/01/2019	4.92%	\$ 10,4	85.59
TOTAL ESTIMATED COST FOR FY 2020/21		\$ 229,5	05.51
TOTAL COUNTY COST	0%	\$	_

Exhibit C

FY 2021/22 to 2034/35

Riverside University Health System - Public Health/WIC Lease Cost Analysis 2815 S. Main Street, Suite 110, 115, Corona

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

4,096 SQFT

		FY 2021/22		FY 2022/23	To	rtal FY 2023/24 to FY 2034/35
Approximate Cost per SQFT (Jul-Aug)	\$	2.41	\$	2.48		
Approximate Cost per SQFT (Sep-Jun)	\$ \$	2.48	\$	2.55		
Lease Cost per Month (Jul-Aug)		9,890.72	\$	10,162.71		
Lease Cost per Month (Sep-Jun)		10,162.71	,	10,442.18		
Total Lease Cost (Jul-Aug)	\$	19,781.44	\$	20,325.42	\$	292,216.82
Total Lease Cost (Sep-Jun)	\$	101,627.10	\$	104,421.80	\$	1,356,662.30
Total Estimated Lease Cost for FY 2021/22 to 2034/35	\$	121,408.54	\$	124,747.22	\$	1,648,879.12
Custodial Cost per Month (Jul-Aug)	\$	· •	\$	-		
Custodial Cost per Month (Sep-Jun)	\$	=	\$	-		
Total Custodial Cost (Jul-Aug)	\$		\$		\$	<u>_</u>
Total Custodial Cost (Sep-Jun)	Š.	_	\$	_	\$	· ·
Total Estimated Custodial Cost for FY 2021/22 to 2034/35	\$	₩"	\$		\$	***
Estimated Additional Costs:						
Utility Cost per SQFT	\$	0.12	\$	0.12		
Estimated Utility Costs per Month	\$	491.52	\$	491.52		*
Total Estimated Utility Cost	\$	5,898.24	\$	5,898.24	\$	65,863.68
Tenant Improvement	\$	94,962.48	\$	94,962.48	\$	585,565.85
EDA Lease Management Fee as of 09/01/2019 4.92%	\$	10,645.45	\$	10,809.72	\$	109,934.69
TOTAL ESTIMATED COST FOR FY 2021/22 to 2034/35	\$	232,914.71	\$	236,417.66	\$	2,410,243.34
F11 Total Cost F11 Total County Cost 0%	\$ \$	3,373,811.27 -				



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

Clerks for posting of

Initial

NOTICE OF EXEMPTION

July 11, 2019

Project Name: Riverside University Health System (RUHS) Department of Public Health WIC First Amendment to Lease Agreement, 2815 South Main Street, City of Corona, County of Riverside, California

Project Number: FM04216004400

result of the First Amendment to the Lease Agreement

Project Location: 2815 South Main Street, Suites 110, 115, south of Ontario Avenue, Corona, California; Assessor's Parcel Number (APN) 113-340-019 (See attached exhibit)

Description of Project: The County of Riverside (County) entered into a Lease Agreement on December 13, 2016 for the RUHS Public Health WIC to provide public services at 2815 South Main Street, Suite 100 in Corona to co-exist with the RUHS Care Clinic at 2813 South Main Street. The County simultaneously entered an agreement for RUHS Public Health WIC to also occupy Suites 110 and 115 at 2815 South Main Street upon completion of improvements in July when the existing lease at 1307 West Sixth Street, Corona expired on July 1, 2019. An increase in budget is required to complete the improvements due to the increased cost of materials and prevailing wages from 2016 to 2019. The additional funding to provide the improvements specified in the Lease Agreement will occur as the First Amendment to the Lease Agreement and is defined as the proposed project under the California Environmental Quality Act (CEQA). No direct or indirect effects would occur as a

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency and Admani Family Trust; LLC, a trust company as successor-in-interest to Corona Medical Arts Plaza, LLC

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

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project have unusual circumstances that could possibility have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the First Amendment to Lease. The indirect effects of the Lease Agreement were previously addressed upon approval by the Board of Supervisors on December 13, 2016 (Agenda Item 3-22) The additional money to complete the previously identified and approved improvements would have no direct physical effect on the environment as the First Amendment consists only of a monetary increase and does not include any changes to the existing land use or a physical disruption of the property.

AUG 27 2019

P.O. Box 1180 • Riverside, California • 92502 • 1: 951.955.8916 • F: 951.955.6686

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Administration Aviation Business Intelligence Cultural Services Community Services Custodial Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development Edward-Dean Museum Environmental Planning Fair & National Date Festival Foreign Trade Graffiti Abatement Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- Section 15301 Class 1 Existing Facilities Exemption: This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to an amendment to an existing Lease Agreement for a previously approved facility. The First Amendment to the Lease will not increase or expand the use of the site, as no alterations to the existing building are being considered. The site is currently developed and does not contain environmentally sensitive areas. The additional money identified to complete the improvements identified in the original Lease would be consistent with the permitted and planned capacity of the site and would result in the continued use of the site in a similar capacity; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed First Amendment to the Lease Agreement is limited a contractual transaction and the indirect effects would be limited to use of an office building. The First Amendment to the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the use of a previously approved facility would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed:	JUI A	Date:	7/8	/19	
Signeu.		Date:		<u> </u>	

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

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: RUAgreement, 2815 Sc	HS Department of Public Health WIC First Amendment to Lease outh Main Street, Corona
Accounting String:	524830-47220-7200400000 - FM04216004400
DATE:	July 8, 2019
AGENCY:	Riverside County Economic Development Agency
THIS AUTHORIZE HANDLING FEES I	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND FOR THE ACCOMPANYING DOCUMENT(S).
NUMBER OF DOCU	UMENTS INCLUDED: One (1)
AUTHORIZED BY: Signature:	Mike Sullivan, Senior Environmental Planner, Economic Development Agency
PRESENTED BY:	Cindy Campos, Senior Real Property Agent, Economic Development Agency
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	
DATE:	
RECEIPT # (S)	



Date:

July 8, 2019

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM 04216004400

RUHS Department of Public Health WIC First Amendment to Lease Agreement, 2815 South Main

Street, Corona

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

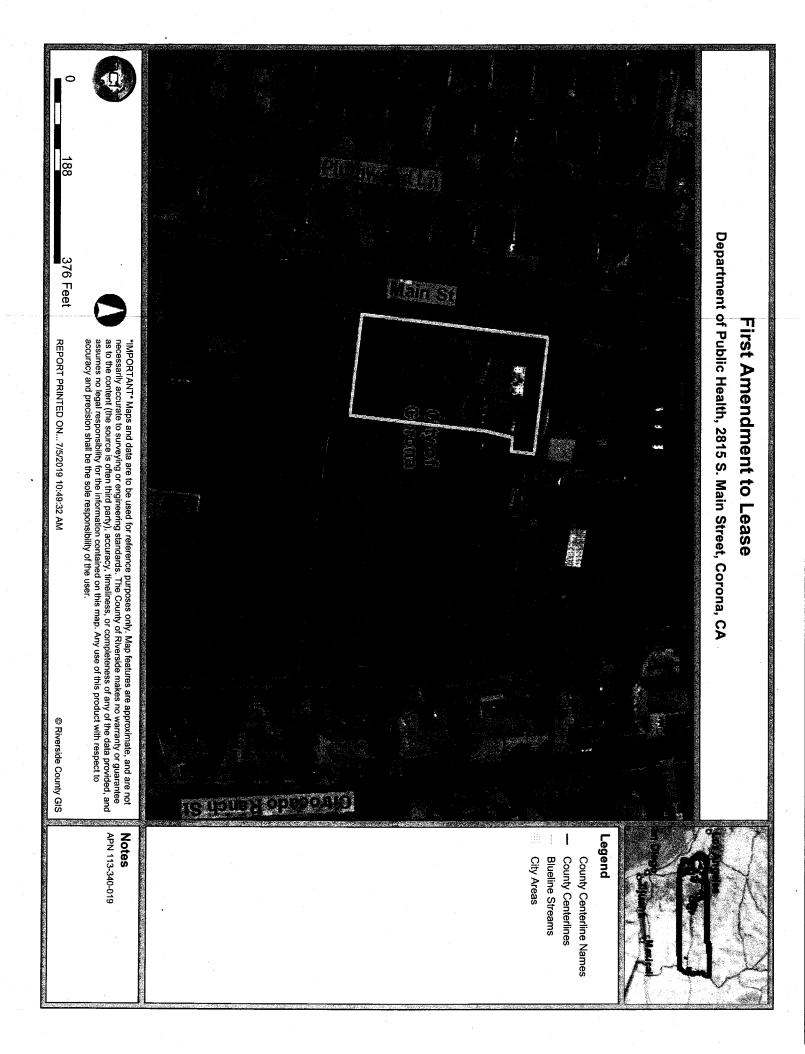
Economic Development Agency,

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

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file



FIRST AMENDMENT TO LEASE RUHS – PUBLIC HEALTH / WIC 2815 South Main Street, Suite 110, 115 Corona, CA

This FIRST AMENDMENT TO LEASE ("First Amendment") dated as of August 27,2019 is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and MOHAMMAD IQBAL ADMANI AND KHAIRUNNISA ADMANI, TRUSTEES OF THE ADMANI FAMILY 2002 TRUST ("Lessor"), sometimes collectively referred to as the "Parties".

Recitals.

WHEREAS, Lessor and County entered into that certain Lease dated December 13, 2016, (the "Original Lease"), pursuant to which Lessor agreed to lease to County and County agreed to lease from Lessor Suites 110 and 115 of that certain building located at 2815 S. Main Street, Corona, CA, Assessor's Parcel Number 113-340-079, formerly 113-340-019, as more particularly described in the Lease (the "Premises".) On December 23, 2016, Lessor became the successor-in-interest to Corona Medical Arts Plaza, LLC, a California liability company, as lessor under the Original Lease (the "Lessor").

WHEREAS, the Original Lease together with this First Amendment are collectively referred to as the "Lease."

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The County and Lessor now desire to further amend the Original Lease to revise the tenant improvement reimbursement amount.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Leasehold Improvement Agreement. The Exhibit "B" attached hereto shall replace the Exhibit "B" attached to the Original Lease.
- 2. Miscellaneous. Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. If any provisions of the First Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. Neither this First Amendment nor the Original Lease and any of its prior addenda, any notice or memorandum regarding the terms hereof, shall be recorded by County.
- Effective Date. This First Amendment shall not be binding or consummated unit its approval by both the Lessor and the Riverside County Board of Supervisors and fully executed by the Parties.

(Signatures on following page)

1	IN WITNESS WHEREOF, the Parties have	executed this First Amendment to Lease as
2	of the date first written above.	
3		
4	Lessee: COUNTY OF RIVERSIDE	Lessor: MOHAMMAD IQBAL ADMANI AND KHAIRUNNISA ADMANI, TRUSTEES
5		Of THE ADMANI FAMILY 2002 TRUST By: Moliminal J. admir
6	By: Kevin Jeffries, Chairman	By:
7	Board of Supervisors	Trustee
8		By: Khairunnisa Admani,
9		Trustee
10	ATTEST:	
11	Kecia R. Harper Clerk of the Board	
12		
13	By: Hullbatton Deputy	
14		
15	APPROVED AS TO FORM:	
16	Gregory P. Priamos, County Counsel	
17	Ву:	
18	Thomas Oh, Deputy County Counsel	
19		
20		
	CC:jb/080119/CR044/20.677	

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ADDENDUM 1





Date:

May 09, 2019

Subject:

Revised (Value Engineered with WIC Additions) - Construction Proposal for Construction Services Located at

2815 S. Main Street Corona, CA 92882.

Workman Constructors is pleased to provide the following response to your bid request. We believe our professionalism and contracting expertise will allow Workman Constructors to provide exceptional results for your construction needs.

COMPANY/CONTACT INFORMATION:

Contact:

Michelle Scarantino

• Email:

michelle.scarantino@svn.com

PROJECT INFO:

Project Location:

2815 S. Main Street, Corona CA 92882

Project Type:

Commercial Tenant Improvement

DIVISION CATEGORIES, WORK DESCRIPTION & RELATED COST ESTIMATE:

Category	Description	Cost
	General	a tigan kada menjan atawa mpinan ata Banda manasa menjan dari dari dari dari dari dari dari dari
01000 General		<u> </u>
Requirements	General Conditions/Site Supervision	\$ 25,200.00
02000 Site	Demolition of Existing Walls and Materials for Preparation of New	T + 20/200:00
Construction	Construction (Includes Temporary Containment Walls and Air Scrubbers)	\$ 23,100.00
02000 Site	Construction Material Trash Service, Debris Removal and Construction	7
Construction	Area Cleanup	\$ 7,875.00
02000 Site		7,073.00
Construction	Post Construction Maid Clean	\$ 1,050.00
······································	MEP Plan Page Production	
01000 Plans	Generation of MPE Plan Pages for City Building Department	\$ 10,420.00
	Structure & Walls	
09200 Plaster and		
Gypsum Board	Construction of New Interior Walls	\$ 83,087.00
06100 Rough		\$ 2,100.00
Carpentry	Reframe Exterior Wall at New Exit Door Area	2,200.00
	Prep, Form and Pour up to 100 Sq. Ft. of New Concrete Sidewalk from	
	New Exit Door to Existing Sidewalk at Front of Building (Excludes	

Workman Constructors 27450 Ynez Road Suite 210 Temecula CA 92591 Phone: 951-600-9587 Fax: 951-346-9458 License #938709

03000 Concrete	Landscaping or Sprinkler Line Work; Concrete Only)	\$ 2,100.00
	Roofing	
07000 Thermal &		
Moisture Protection	Allowance Roofing/Curb/Penetration Sealing	\$ 2,625.00
07000 Thermal &		7 2,023.00
Moisture Protection	Exterior EIFS Repairs for at New Exit Door Area	\$ 2,625.00
	Thermal/Moisture Protection	7 2,023.00
07000 Thermal &		
Moisture Protection	Provide and Install New Interior Wall Insulation	\$ 6,090.00
	Fire Suppression	3 0,090.00
	Provide and Install New Fire Down Spout Heads to Meet Fire	
15300 Fire	Department Code Requirements and to Fit New Wall Layout (Includes	
Protection Piping	Separate Plans and Permits)	
		\$ 16,377.00
15300 Fire	Fire Life Safety	1.78
Protection Piping	No Scope Provided at This Time	
		\$ -
<u> 1984 - Personal Constanto de la Constanto de</u>	HVAC System Installation Union Foundation	
15700 HVAC	HVAC System Installation Using Existing Rooftop HVAC Units; Install One	
	(1) new 2-ton Split System, New Diffusers and Ducting per plan	\$ 52,282.00
Control of the Property of the Control of the Contr	Electrical/Low Voltage	
16000 Flactuical	Installation of New Electrical Service, Lighting and Power Circuits - WIC -	
16000 Electrical	PREVAILING WAGE	\$ 61,572.00
16000 Floatsian	Installation of New Electrical Service, Lighting and Power Circuits -	
16000 Electrical	and the state of t	\$ 9,298.00
	Plumbing	
	Terminate and Cap Previous Plumbing Locations per Plan; Provide Rough	
	and Top out Plumbing for up to (5) Toilets, (5) Restroom Sinks (1) Mon	
	Sink, (1) Breakroom Sink and (1) Water Heater: Provide and Install Finish	
İ	Fixtures and Finish Labor Per Plan for (3) New Toilets (5) Restroom Sinks	
	(includes 2 Sinks at Common Area Restrooms), (1) Mop Sink, (1)	
L5400 Plumbing	Breakroom Sink; Rebuild and Re-Install (2) Common Area Toilets: Supply	
ixtures and	and Install New Condensation Lines Per Plan (Includes Water Line for	
Equipment	Refrigerator and Garbage Disposal)	\$ 30,461.00
	Elevator	<u> </u>
	Elevator Mechanical Room Equipment Relocation Allowance (Equipment	
L5000 Mechanical	Relocation Only. State Inspection/Certification Costs by Owner.)	\$ 10,500,00
	Doors/Windows/Cabinets/Counters	\$ 10,500.00
	Provide and Install New Interior Doors, Glass, Frames and Hardware	
08000 Doors &	(Frames to be Standard White Timely and Falcon Hardware or Equivalent	
Vindows	per Value Engineering Request)	Ć 20.000 - :
08000 Doors &	Provide and Install New 42" Exterior Exit Door (Includes Restructure of	\$ 39,900.00
Windows	Existing Windows Configuration)	
	Provide and Install New Cabinetry and Countertops (Breakroom: 8'	\$ 13,650.00
6200 Finish	Counter 6' Base and 6' Upper in Standard Laurian B	
Carpentry	Counter, 6' Base and 6' Upper in Standard Laminate; Restrooms x3: Standard Laminate Lavoratory Counters per Plan)	
	counters per Plan)	\$ 5,607.00

Workman Constructors 27450 Ynez Road Suite 210 Temecula CA 92591 Phone: 951-600-9587 Fax: 951-346-9458 License #938709

Wall, Floor & Ceiling Finishes	
09800 Acoustical	
Treatment Provide and Install up to 3,345 Sq. Ft. of Acoustic Ceiling and Grid	\$ 29,865.00
10000 0 1 111 1 1 1 1 1 1 1 1 1 1 1 1	\$ 3,150.00
09900 Paints and Prep, Prime and Finish Coat Interior Walls Throughout Suite (2 Coat	
Continue Description of the continue of the co	\$ 16,275.00
00000 51	\$ 48,300.00
10000 Constalt	\$ 4,725.00
Sub Total: \$ 508,233.00	
Contractor Fee: \$ 50,823.00	
Overhead: \$ 25,412.00	
Insurance: \$ 10,165.00	
Total Cost of Construction Including Labor and Materials:	
\$ 594,633.00	
Architectural and City Fees	
01000 General	
Requirements Architectural Services (Ping Architecture) (Add \$1,500.00 per Site Visit) \$	39,500.00
01000 General Estimated Allowance for Plan Check and Permit Fees (Plan Check and	
Requirements Permit Fees to be Directly Reimbursed) \$	5,500.00
Sub Total of Architectural and City Fees: \$ 45,000.00	
Total Cost of Architectural, City Fees and Construction (Including Labor	
and Materials):	
\$ 639,633.00	ļ

Costs include all direct and subcontractor labor and materials. Excludes any items not specifically mentioned in the Scope of Work Description above.

NOTE: THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN 30 DAYS. CONTRACT TO BE GENERATED AT ACCEPTANCE OF BID PROPOSAL.

ACCEPTED:	WORKMAN CONSTRUCTORS, INC.
DATE:	DATE:

ADDENDUM 1-A

(Reserved)

LEASEHOLD IMPROVEMENT AGREEMENT

(2815 S. Main Street, Suite 110, 115 Corona, California)

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

SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF PREMISES

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

SECTION 2 - CONSTRUCTION DRAWINGS FOR THE PREMISES

2.1 Lessor shall, at its sole cost and expense, and subject to reimbursement as hereinafter set forth, construct the improvements in the Premises (the "Leasehold Improvements") pursuant to those certain blueprints, floor and space plans, specification and finalize construction prices, collectively, the approved "Working drawings" prepared by Lessor's architect. Lessor shall make no changes or modifications to the Approved Working Drawings without the prior written consent of County, which consent may be withheld if such change or modification would materially directly or indirectly delay the "Substantial Completion," as that term is defined in Section 6.1 of this Leasehold Improvement Agreement, of the Premises or materially increase the cost of designing or constructing the Leasehold Improvements.

SECTION 3 - CONSTRUCTION DRAWINGS

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

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

- 3.2 Final Space Plan. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the final space plan for Leasehold Improvements in the Premises (collectively, the "Final Space Plan"), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan County for County's approval. The Final Space Plan is attached as Exhibit "B-1."
- 3.3 Final Working Drawings. No less than on hundred and twenty (120) days prior to the Commencement Date but no more than one hundred and eighty (180) days, Lessor, the Architect and the Engineers shall complete the architectural and engineering drawings for the Leasehold Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval. Upon completion of the Final Working Drawings, said drawings shall be incorporated into this Lease as Exhibit "B-2."
- 3.4 Permits. The Final Working Drawings shall be approved by County (the "Approved Working Drawings") prior to the commencement of the construction of the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold Improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that the obtaining of the same shall be Lessor's responsibility; provided however that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would materially directly or indirectly delay the "Substantial Completion" of the

Premises as that term is defined in Section 6.1 of this Leasehold Improvement Agreement.

3.5 County shall use its best, good faith, efforts and all due diligence to cooperate with the Architect, the Engineers, and Lessor to complete all phases of the Construction Drawings and the permitting process and to receive the permits, and approval of the "Construction Costs," as set forth in Section 7.1 below, as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by County, to discuss Lessor's progress in connection with the same. Upon County's execution of this Lease, Lessor shall provide County with a construction schedule including time projections for planning, entitlement process, related preparation and construction of the Building and Leasehold Improvements, which construction schedule is attached as Exhibit "B-3." For any item hereunder which requires County's approval, County shall provide its written approval or disapproval within ten (10) working days of receipt of the request.

SECTION 4 - LESSOR COVENANTS

- 4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "F," General Construction Specifications for Leased Facilities, attached thereto and made a part of the Lease.
- 4.2 Lessor recognizes, understands and covenants that improvements contemplated herein may be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.
- 4.3 Lessor shall comply and stay current with all applicable building standards, which may change from time to time, including but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto in providing improvements contemplated herein.

SECTION 5 - CONSTRUCTION

- 5.1 Lessor shall diligently pursue the planning, entitlement process, related preparation and construction of the Leasehold Improvements. Lessor shall provide County with periodic written progress reports, which reports shall contain, without limitation, updated information relative to permit approvals and construction.
- 5.2 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed, a Certificate of Occupancy has been issued by the City of Corona, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the City of Corona upon final inspection, all required permits have been obtained and electrical power has been turned on. Within ten (10) days thereafter, County shall schedule and conduct a "job walk" with Lessor for

the purpose of accepting the Premises for occupancy. County shall accept the Premises if the improvements are Substantially Complete in accordance with this Exhibit "B" and with Exhibit "F" attached to the Lease (excepting minor punch list items), which Lessor shall complete with due diligence, and County shall not unreasonably withhold or delay approval of completion of same.

5.3 In addition, immediately after the Substantial Completion of the Premises, Lessor shall have prepared and delivered to the County (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

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

- 6.1 For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Leasehold Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any County items to be installed by County, and compliance with the requirements of Section 5.2 of this Exhibit. Provided however, that such punch list items do not preclude the useful occupancy of the Premises. Useful occupancy herein defined as the Premises being safe, free of hazard, free of any risk to the safety of County employees and available in all material respects for the use set forth in the Lease.
- 6.2 The Lease Commencement Date shall occur as set forth in Section 6.1, above.

SECTION 7 - CONSTRUCTION COSTS

- 7.1 Lessor has provided County with an itemized cost breakdown of the construction costs of the leasehold improvements, attached hereto and made a part hereof as Addendum 1. The costs of all the Leasehold Improvements subject to reimbursement, including but not limited to fixtures, architectural fees and permits, is \$639,633.00. If needed, the Parties have budgeted an additional fourteen (14%) percent project contingency for the sole purpose of paying for extra items requested by County during the course of construction for installation of additional leasehold improvements or otherwise necessitated by requests/changes made to the plans by County. The cost for the construction shall be calculated with all labor, materials, permits, and insurance included as costs, and shall be calculated at prevailing wages. The total cost of all the Leasehold Improvements shall not exceed \$729,181.62 including the contingency.
- 7.2 Upon completion of the Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Premises by County, Lessor shall provide County with an itemized statement, similar to the cost breakdown form

attached as Addendum 1, of the actual costs of the Leasehold Improvements incurred by Lessor, designated as Addendum 1-A, accompanied by vendor, contractor, subcontractor, material man invoices if requested by the County.

SECTION 8 - REIMBURSEMENT FOR LEASEHOLD IMPROVEMENTS

- 8.1 In addition to the rent as stated in the Lease, County shall reimburse Lessor, as hereinafter set forth, the actual cost of the Leasehold Improvements on a monthly basis as substantiated by the Addendum 1-A required in Section 7.2 above and related supporting documentation requested by County. In no event shall Lessor be reimbursed an amount in excess of actual costs pursuant to Addendum 1A.
- In the event the costs of the leasehold improvements equal the total of the leasehold improvement costs pursuant to Addendum 1, County shall pay to Lessor a monthly leasehold improvement payment as set forth in the leasehold improvement payment schedule attached hereto as Exhibit "B-4." The monthly payment shall be based upon the amortized costs of the Addendum 1 costs as set forth in Section 7.1, and shall be amortized over one hundred twenty months (120) months as reimbursement for the costs of improvements made by Lessor. Upon completion of the leasehold improvements, in the event the actual costs in Addendum 1-A are greater or lesser than the estimated costs in Addendum 1, a revised amortization schedule designated Exhibit "B-5" shall be attached to this Exhibit "B" which shall set forth the revised monthly payment to be paid to Lessor to amortize the actual costs. In no event shall Lessor be reimbursed any amount in excess of actual costs nor in excess of the total cost set forth in Sections 7.1 above. Lessor has agreed to separately fund all project signage expenses. County shall have the option to pay in part or in full the unamortized balance at any time during the Lease term. In the event County makes a partial payment, the remaining balance shall be amortized over the number of the remaining months in the lease term at 5.5% interest, and Lessor shall provide a new amortization schedule to County.

SECTION 9 - MISCELLANEOUS

- 9.1 County's Entry Prior to Substantial Completion. Provided that County and its agents do not interfere with Lessor's work in the Premises, Lessor shall allow County access to the Premises prior to the Substantial Completion of the Premises for the purpose of County installing over standard equipment or fixtures (including County's data and telephone equipment) in the Premises. Prior to County's entry into the Premises as permitted by the terms of this Section 9.1, County shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of County's entry. County shall hold Lessor harmless from and indemnify, protect and defend Lessor against any loss or damage to the Premises and against injury to any persons related to County's entry on to the premises pursuant to this Section 9.1.
- 9.2 County's Representative. County has designated its Assistant County Executive Officer/ECD as its sole representative with respect to the matters set forth in

this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

- 9.3 Lessor's Representative. Lessor has designated Michelle Scarantino, its Senior Property Manager and Advisor as its sole representative for Lessor with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Leasehold Improvement Agreement.
- 9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Premises.
- 9.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice of approval is given within the stated time period or if no timeframe stated, within fifteen (15) days of request the end of such period the item shall automatically be deemed not approved; provided, however, Lessor's requirement for delivery of the Premises pursuant to Section 4.3 of the Lease shall be extended by one (1) day for each one (1) day after any approval period that such item remains disapproved.
- 9.6 Default. A default by either party under this Leasehold Improvement Agreement shall be a default under the Lease, and shall be controlled by the terms of the Lease.

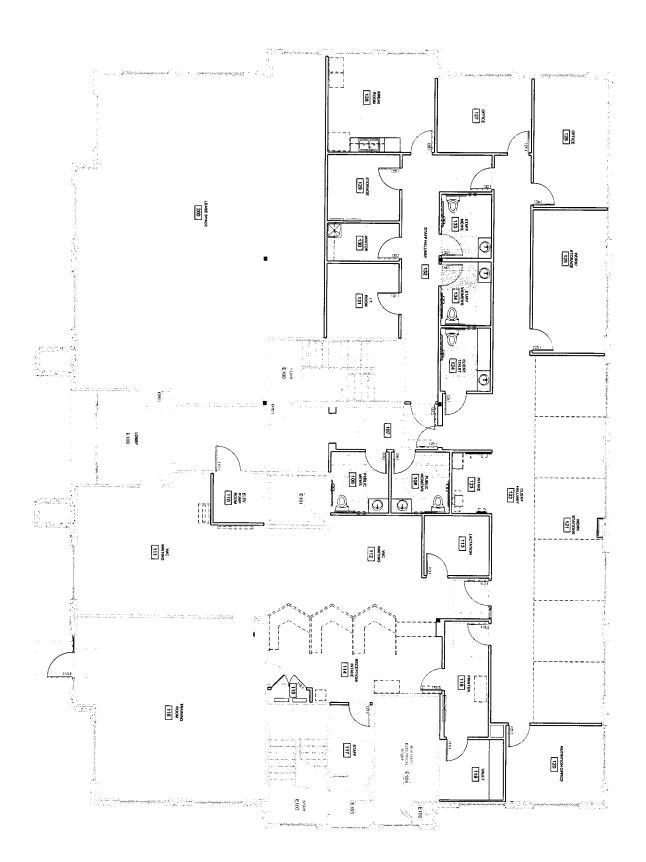


EXHIBIT "B-2"

FINAL WORKING DRAWINGS

To be incorporated into this Exhibit upon completion

EXHIBIT



WORKMAN

CONTRACT + CONSTRUCT + COMPLETE

#st. 2002

Proposed Construction Schedule

Production Schedule (By Week)

Client Name: Michelle Scarantino, SVN

Proposed Construction Start Date: Wednesday, August 28th, 2019

Proposed Completion Date: Friday, December 13th, 2019

Expected Completion Date: Friday, December 13th, 2019

Receive Architectural Plans from Architect

Receive Architectural Plans and MEPS

Plan Submission and Permit Processing T-Bar, Ceiling Electrical, Ceiling HVAC, Ceiling Fire Alarm & Sprinklers and Elevator Room Transfer Inspection #2 - Ceiling Inspection; Post Inspection: Hang Doors, Ceiling Tiles, Flooring, Finish Fixtures and Millwork Installation Rough Framing, Rough Electrical, Rough HVAC, Rough Fire Alarm & Sprinkler Installation and Door Inspection #1-Rough Inspection; Post Inspection: Hang Drywall, Insulate Walls, Finish Drywall and Elevator Instpection, Fire Final Inspection & Building Final Inspections Utility Safe Off, Containment Installation and Demolition Plan Submission and Permit Processing Frame Installation Construction May 27th N June 3rd w diot anuc վարե 17th Ç June 24th 6 tat ylut դյ8 չվու վոլծ վշքի 9 July 22nd ð = August 5th 12 August 12th 3 A19th 1suguA August 26th 5 September 2nd 16 September 9th 17 September 16th 8 September 23rd 19 September 30th 20 October 7th 2 October 14th 22 October 21st 23 October 28th November 4th 25 November 11th 26 November 18th 27 November 25th

28

29

December 2nd

December 9th

Start date of loan Loan period in years Number of payments per year **ENTER VALUES** Annual interest rate Loan amount \$729,181.62 5.50%

Optional extra payments

↔

9/1/2019

કો Arts Plaza, L	LENDER NAME Corona Medical Arts Plaza, LLC
\$248,196.12	Total interest
\$17,300.00	Total early payments
	Actual number of payments
	Scheduled number of payments
\$7,913.54	Scheduled payment
	LOAN SUMMARY

30	29	28	27	26	22			۔	2				1	16	15	14			; 	10	9	0	7	တ	O	4	ယ	7	_	중 6	
2/1/2022	1/1/2022	12/1/2021	11/1/2021	10/1/2021	CONTRACTOR	8/1/2021	//1/2021	6/1/2021	5/1/2021	4/1/2021	3/1/2021	2/1/2021	1/1/2021	12/1/2020	11/1/2020	10/1/2020	9/1/2020	8/1/2020	7/1/2020	6/1/2020	5/1/2020	4/1/2020	3/1/2020	2/1/2020	1/1/2020	12/1/2019	11/1/2019	10/1/2019	9/1/2019	DATE	
\$587,741.13	\$592,937.04	\$598,109.24	\$603,257.85	\$608,382.96	\$613,484.69	\$618,563.15	\$623,618.44	\$628,650.66	\$633,659.92	\$638,646.33	\$643,609.98	\$648,551.00	\$653,469.46	\$658,365.49	\$663,239.18	\$668,090.64	\$672,919.96	\$677,727.24	\$682,512.60	\$687,276.12	\$692,017.91	\$696,738.06	\$701,436.68	\$706,113.86	\$710,769.70	\$715,404.30	\$720,017.76	\$724,610.17	\$729,181.62	BALANCE	BEGINNING
\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54		\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	PAYMENT	SCHEDULED
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	PAYMENT	EXIRA
\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	PAYMENT	TOTAL
\$5,219.72	\$5,195.91	\$5,172.20	\$5,148.60	\$5,125.11	\$5,101.73	\$5,078.46	\$5,055.29	\$5,032.22	\$5,009.26	\$4,986.41	\$4,963.66	\$4,941.01	\$4,918.47	\$4,896.03	\$4,873.69	\$4,851.45	\$4,829.32	\$4,807.29	\$4,785.35	\$4,763.52	\$4,741.79	\$4,720.15	\$4,698.62	\$4,677.18	\$4,655.84	\$4,634.60	\$4,613.46	\$4,592.41	\$4,571.45	PRINCIPAL	
\$2,693.81	\$2,717.63	\$2,741.33	\$2,764.93	\$2,788.42	\$2,811.80	\$2,835.08	\$2,858.25	\$2,881.32	\$2,904.27	\$2,927.13	\$2,949.88	\$2,972.53	\$2,995.07	\$3,017.51	\$3,039.85	\$3,062.08	\$3,084.22	\$3,106.25	\$3,128.18	\$3,150.02	\$3,171.75	\$3,193.38	\$3,214.92	\$3,236.36	\$3,257.69	\$3,278.94	\$3,300.08	\$3,321.13	\$3,342.08	INTEREST	
\$582,521.41	\$587,741.13	\$592,937.04	\$598,109.24	\$603,257.85	\$608,382.96	\$613,484.69	\$618,563.15	\$623,618.44	\$628,650.66	\$633,659.92	\$638,646.33	\$643,609.98	\$648,551.00	\$653,469.46	\$658,365.49	\$663,239.18	\$668,090.64	\$672,919.96	\$677,727.24	\$682,512.60	\$687,276.12	\$692,017.91	\$696,738.06	\$701,436.68	\$706,113.86	\$710,769.70	\$715,404.30	\$720,017.76	\$724,610.17	BALANCE	ENDING
\$90,745.89	\$88,052.08	\$85,334.45	\$82,593.11	\$79,828.18	\$77,039.76	\$74,227.96	\$71,392.87	\$68,534.62	\$65,653.31	\$62,749.03	\$59,821.90	\$56,872.02	\$53,899.50	\$50,904.43	\$47,886.92	\$44,847.08	\$41,784.99	\$38,700.78	\$35,594.53	\$32,466.34	\$29,316.33	\$26.144.58	\$22,951.20	\$19.736.28	\$16.499.92	\$13.242.23	\$9,963,29	\$6,663.21	\$3,342.08	INTEREST	

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\$180.865.43	\$340.272.40	\$1,588.57	\$6,324.97	\$7,913.54	\$0.00	\$7,913.54	\$346,597.37	8/1/2025	72
\$179,276.86	\$346,597.37	\$1,617.43	\$6,296.11	\$7,913.54	\$0.00	\$7,913.54	\$352,893.48	7/1/2025	71
\$177.659.43	\$352,893.48	\$1,646.15	\$6,267.38	\$7,913.54	\$0.00	\$7,913.54	\$359,160.86	6/1/2025	70
\$176,013.27	\$359,160.86	674	\$6,238.79	\$7,913.54	\$0.00	\$7,913.54	\$365,399.65	6/1/2025	69
\$174,338.52	\$365,399.65	\$1,703.21	\$6,210.32	\$7,913.54	\$0.00	\$7,913.54	\$371,609.97	4/1/2025	68
\$172,635.31	\$371,609.97	\$1,731.55	\$6,181.99	\$7,913.54	\$0.00	\$7,913.54	\$377,791.96	3/1/2025	67
\$170,903.77	\$377,791.96	\$1,759.75	\$6,153.79	\$7,913.54	\$0.00	\$7,913.54	\$383,945.75	2/1/2025	66
\$169,144.01	\$383,945.75	\$1,787.83	\$6,125.71	\$7,913.54	\$0.00	\$7,913.54	\$390,071.46	1/1/2025	65
\$167,356.19	\$390,071.46	\$1,815.78	\$6,097.76	\$7,913.54	\$0.00	\$7,913.54	\$396,169.22	12/1/2024	64
\$165,540.41	\$396,169.22	\$1,843.60	\$6,069.94	\$7,913.54	\$0.00	\$7,913.54	\$402,239.16	11/1/2024	63
\$163,696.82	\$402,239.16	\$1,871.29	\$6,042.25	\$7,913.54	\$0.00	\$7,913.54	\$408,281.41	10/1/2024	62
\$161,825.53	\$408,281.41	\$1,898.86	\$6,014.68	\$7,913.54	\$0.00	\$7,913.54	\$414,296.09	9/1/2024	63
\$159,926.67	\$414,296.09	\$1,926.30	\$5,987.24	\$7,913.54	\$0.00	\$7,913.54	\$420,283.32	8/1/2024	60
\$158,000.37	\$420,283.32	\$1,953.61	\$5,959.92	\$7,913.54	\$0.00	\$7,913.54	\$426,243.25	7/1/2024	59
\$156,046.76	\$426,243.25	\$1,980.81	\$5,932.73	\$7,913.54	\$0.00		\$432,175.98	6/1/2024	58
\$154,065.95	\$432,175.98	\$2,007.87	\$5,905.66	\$7,913.54	\$0.00	1	\$438,081.64	5/1/2024	57
\$152,058.07	\$438,081.64	\$2,034.82	\$5,878.72	\$7,913.54	\$0.00	\$7,913.54	\$443,960.36	4/1/2024	56
\$150,023.26	\$443,960.36	\$2,061.64	\$5,851.90	\$7,913.54	\$0.00	\$7,913.54	\$449,812.25	3/1/2024	55
\$147,961.62	\$449,812.25	\$2,088.34	\$5,825.20	\$7,913.54	\$0.00	\$7,913.54	\$455,637.45	2/1/2024	54
\$145,873.28	\$455,637.45	\$2,114.92	\$5,798.62	\$7,913.54	\$0.00	\$7,913.54	\$461,436.07	1/1/2024	53
\$143,758.36	\$461,436.07	\$2,141.37	\$5,772.17	\$7,913.54	\$0.00	\$7,913.54	\$467,208.24	12/1/2023	52
\$141,616.99	\$467,208.24	\$2,167.71	\$5,745.83	\$7,913.54	\$0.00	\$7,913.54	\$472,954.07	11/1/2023	51
\$139,449.29	\$472,954.07	\$2,193.92	\$5,719.62	\$7,913.54	\$0.00	\$7,913.54	\$478,673.69	10/1/2023	50
\$137,255.36	\$478,673.69	\$2,220.02	\$5,693.52	\$7,913.54	\$0.00	\$7,913.54	\$484,367.21	9/1/2023	49
\$135.035.35	\$484,367.21	\$2,245.99	\$5,667.54	\$7,913.54	\$0.00	\$7,913.54	\$490,034.75	8/1/2023	48
\$132.789.36	\$490,034.75	\$2,271.85	\$5,641.69		\$0.00	\$7,913.54	\$495,676.44	7/1/2023	47
\$130.517.51	\$495,676.44	\$2,297.59	\$5,615.95	\$7,913.54	\$0.00	\$7,913.54	\$501,292.38	6/1/2023	46
\$128,219.92	\$501,292,38	\$2,323.21	\$5,590.32	\$7,913.54	\$0.00	\$7,913.54	\$506,882.71	5/1/2023	45
\$125.896.70	\$506,882.71	\$2,348.72	\$5,564.82	\$7,913.54	\$0.00	\$7,913.54	\$512,447.53	4/1/2023	44
\$123.547.99	\$512,447.53	\$2,374.11	\$5,539.43	\$7,913.54	\$0.00	\$7,913.54	\$517,986.96	3/1/2023	43
\$121.173.88	\$517,986.96	\$2,399.38	\$5,514.16	\$7,913.54	\$0.00		\$523,501.11	2/1/2023	42
\$118 774 50	\$523 501 11		\$5,489.00	\$7,913.54	\$0.00	\$7,913.54	\$528,990.11	1/1/2023	4
\$118 310 08	\$528 000 11	VIJ	\$5 463 96		\$0.00	\$7,913.54	\$534,454.07	12/1/2022	40
\$113 000 38	\$534 454 07	\$2,474.51	\$5.439.03	7	\$0.00	\$7,913.54	\$539,893.09	11/1/2022	39
\$111 ADS 87	\$530 803 NO	\$2 499 33	\$5.414.21	\$7.913.54	\$0.00	\$7,913.54	\$545,307.31	10/1/2022	38
\$108,926,54	\$545.307.31	\$2.524.03	\$5,389.51	\$7,913.54	\$0.00	\$7,913.54	\$550,696.81	9/1/2022	37
\$106 402 52	\$550 696 81	\$2.548.62	\$5,364.92	\$7,913.54	\$0.00	\$7,913.54	\$556,061.74	8/1/2022	36
\$103.853.90	\$556,061.74	\$2,573.09	\$5,340.44	\$7,913.54	\$0.00	\$7,913.54	\$561,402.18	7/1/2022	35
\$101 280 81	\$561.402.18	\$2,597,46	\$5,316.08	\$7,913.54	\$0.00	\$7,913.54	\$566,718.26	6/1/2022	34
\$98,683,35	\$566.718.26	\$2,621.71	\$5,291.82	\$7,913.54	\$0.00	\$7,913.54	\$572,010.08	5/1/2022	33
\$96.061.64	\$572,010.08	\$2,645.86	\$5,267.68	\$7,913.54	\$0.00	\$7,913.54	\$577,277.76	4/1/2022	32
\$93 415 78	\$577.277.76	\$2,669,89	\$5,243.65	\$7,913.54	\$0.00	\$7,913.54	\$582,521.41	3/1/2022	31
NIEREST	BALANCE	INTEREST	PRINCIPAL	PAYMENT	PAYMENT	PAYMENT	BALANCE	DATE	E
CHMILI ATIVE	ENDING			TOTAL	EXTRA	SCHEDULED	BEGINNING	T PAYMENT	E

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		1	1	- 1	1	- 1		
0/1/2029	014 10000 p. 10 - 15 months (2000) (0/1/2029	SI IIZUZB	#/ // ZOZO	7/1/2000	3/1/2020	DATE	PAYMENT
\$7,877.43	\$15,716.9Z	\$25,524.64	\$31,294.74	\$34,029.39	930 000 30	37 8C7 3V3	BAL ANCE	BEGINNING
\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,310.0 4	040 EA	DAYMENT	SCHEDULED
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		DAYMENT	EXTRA
\$7,877.43	\$7,913.54	\$7,913.54	\$7,913.54	\$7,913.54	\$7,973.54	CAUMENT.	DAVALENT	TOTAL
\$7,841.33	\$7,841.49	\$7,805.72	\$7,770.10	\$7,734.65	\$7,699.36	PRINCIPAL		
\$36.10	\$72.05	\$107.82	\$143.43	\$178.88	\$214.17	INIEKESI		
\$0.00	\$7,877.43	\$15,718.92	\$23,524.64	\$31,294.74	\$39,029.39	BALANCE	Chichia	
\$220,442.79	\$220,406.68	\$220,334.64	\$220,226.81	\$220,083.38	\$219,904.50	NIERSI	COMOLATIVE	

EXHIBIT B-5 AMORTIZATION SCHEDULE

(Reserved)