

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



ITEM: 3.17
(ID # 12003)

MEETING DATE:
Tuesday, April 07, 2020

FROM: FACILITIES MANAGEMENT AND Riverside University Health System:

SUBJECT: FACILITIES MANAGEMENT (FM): Approval of Sublease with Sunquitz EMC, LLC, Riverside University Health System – RUHS Care Clinics, Palm Springs, 30 Year Lease and Approval of Subordination, Non-Disturbance and Attornment Agreement with Sunquitz EMC, LLC and Wells Fargo Bank Northwest, National Association, District 4, CEQA Exempt, [\$73,070,212 - FQHC Enterprise Fund 92%; General Fund 8% (previously approved)] (Clerk to File 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 State Guidelines Section 15061 (b)(3), "Common Sense" exemption;
2. Approve the attached Sublease with Sunquitz EMC, LLC, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Approve the attached Subordination, Non-Disturbance, and Attornment Agreement with Sunquitz EMC, LLC and Wells Fargo Bank Northwest, National Association and authorize the Chairman of the Board to execute the same on behalf of the County; and

ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 3/5/2020 
Jennifer Cruikshank, Chief Executive Officer - Health System 3/12/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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
Absent: None
Date: April 7, 2020
xc: FM

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five days of approval by Board

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$1,229,106	\$73,070,212	\$0
NET COUNTY COST	\$0	\$2,325,000	\$5,915,000	\$0
SOURCE OF FUNDS: FQHC Enterprise Fund 92%; General Fund 8% (previously approved)			Budget Adjustment: No	
			For Fiscal Year: 2020/21-2050/51	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On May 22, 2018 (M.O. #3.27), the Board of Supervisors authorized the Economic Development Agency (EDA), prior to the formation of the Facilities Management Department, to locate suitable medical office space for lease for Riverside University Health System (RUHS) in the Palm Springs area and to facilitate relocation of their existing Palm Springs Community Health Center. The existing clinic is under lease from the Desert Aids Project (DAP) and which expires in May of 2021. The clinic must be relocated on or before the expiration date due to the DAP's need to utilize the space.

Prior to the formation of the Facilities Management Department, the EDA issued a request for proposal and received submittals from area developers. Of the proposals submitted and analyzed, the proposal from the Boureston Companies ("Developer") was selected, which provides for a new Community Health Center ("CHC") to be constructed on the northwest corner of E. Tahquitz Canyon Way and N. Sunrise Way, in the City of Palm Springs ("Property"). The Property is owned by Mildred Browne, held in trust by the United States, and situated within the Agua Caliente Band of Cahuilla Indians Reservation, which means any lease or sublease tied to the Property requires multiple levels of review and approval from the United States Department of the Interior, Bureau of Indian Affairs ("BIA").

After the BIA completed its first level of review and approval of the sublease, the Board of Supervisors approved that initial version of the sublease on November 19, 2019 (M.O. #3.4). The sublease approved in that Board action was subject to an additional level of review and approval by the BIA. The BIA recently completed its final level of review and has approved the sublease in the form attached hereto ("Final Sublease"), which has minor revisions that do not substantively change the deal points set forth in the November 19, 2019 Board action. However, since changes have been made to the initial version of the sublease previously approved by the Board, staff requests the Board approve the Final Sublease attached hereto.

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

The new CHC facility will be delivered to the County through a Public-Private Partnership (P3) deal structure, specifically through a sublease between the County, as sublessee, and Sunquitz EMC, LLC, a company managed by the Developer, as sublessor. Sunquitz will design, plan, entitle, permit, construct, operate, and maintain the CHC facility and complete all onsite and offsite improvements and will be responsible for all environmental aspects. The term of the sublease will be for a period of thirty (30) years and will provide the County the opportunity to purchase the CHC facility and all improvements after the fifteenth year of the sublease term.

The County will pay rent on the CHC facility as set forth below:

Premises Location:	Northwest corner of E. Tahquitz Canyon Way and N. Sunrise Way
	Assessor's Parcel Number 508-070-042
Lessor	Sunquitz EMC, LLC, a California limited liability mpany 10655 Park Run Dr. Suite 160 Las Vegas, Nevada 89144
Size feet	Approximately 35,000 square
Term:	Thirty years, estimated to commence on March 1, 2021 and terminate February 28, 2051
Base Rent foot	\$82,250 monthly, \$2.35 per square
Rent Adjustments:	2.5% annual increases
Operating Expenses (est.)	\$20,940 per month (\$0.60 per square feet) for Custodial, Day Porter, Maintenance, and all other building operating expenses.
Improvements includes	Not to exceed \$7,727,873, or \$220.00 per square foot. It includes \$630,898 contingency if needed. The total cost shall be amortized at an interest rate not to exceed 6.25% interest over the term of the Sublease at a monthly payment not to exceed \$47,581.84 per month.

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

Maintenance: expenses	Lessor responsible, included in the operating expenses
Custodial: expenses	Lessor responsible, included in the operating expenses
Utilities:	County shall pay for telephone, electric, natural gas, water, and sewer services.
RCIT:	\$583,668
Parking:	175 parking spaces
Option to Purchase:	County may exercise its option to purchase the building and improvements and assume the Master Lease by giving notice to Lessor no later than 365 days prior to the purchase date at the purchase prices designated in Exhibit "J" of the Sublease. If County exercises this option in the last year of the Sublease, County shall open escrow to purchase the building and improvements and lessor's leasehold interest in the land for \$1.00.

The attached Final Sublease has been reviewed and approved by County Counsel as to legal form.

Like the Final Sublease, the Master Lease was also recently reviewed and approved by the BIA and staff expects the Master Lease to be fully executed in March. The final version of the Master Lease is included in the Sublease as Exhibit "I". Upon execution of the Master Lease, the Sublease will go into effect, and Sunquitz will commence the project with a targeted completion date in March 2021. After completion, the new CHC will have an updated facility with adequate staff space and improved efficiencies.

The Final Sublease will be subject to the Master Lease, which will have a term of sixty-five (65) years. If the County chooses to exercise its option to purchase the CHC facility and all improvements, then it shall assume the role as lessee under the Master Lease and pay rent to the Master Lessor, as set forth in the Master Lease, which is attached to the Final Sublease in draft form as Exhibit "I".

Pursuant to the California Environmental Quality Act (CEQA), the execution of the Final Sublease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3) – "Common Sense" exemption, as it will not result

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

in direct impacts to the physical environment or reasonably foreseeable indirect effects. The direct effects of the Final Sublease are limited to the execution of agreement which entails administrative, contractual obligations between parties. The indirect effects of the Final Sublease, provided all conditions and contingencies in the agreement are satisfied, would result in the development of a medical office building but are not included as part of the current action as the potential effects are not reasonably foreseeable. Specific details regarding project descriptions, footprints and site plans are unknown and will be further defined during the design process. When considering the indirect effects from the Final Sublease, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Any attempt at assessing the potential impacts at this time would be wholly speculative and, therefore, the indirect effects of the proposed action are not considered as part of the project under CEQA. The future indirect effects of the proposed action will undergo separate environmental review once a conceptual design is completed that will allow for a meaningful evaluation of potential impacts. The approval of the Final Sublease will enable the County and Sunquitz to develop the conceptual design of the Project along with the specific details regarding Project descriptions, footprints, and site plans that will allow Sunquitz to undertake the environmental review required under CEQA. At the appropriate time, the requisite environmental review will be completed by Sunquitz before any actual development will move forward, and the environmental documentation under CEQA would be presented to the governing jurisdiction(s) for approval.

Sunquitz, as lessor, has requested a loan to be secured by a deed of trust, and Wells Fargo Bank Northwest, National Association ("Lender") has requested execution of the attached Subordination, Non-Disturbance and Attornment Agreement by the County. By execution of this agreement, the County agrees to subordinate its leasehold estate to the liens in favor the Lender which shall have no effect on prospective rights and obligations of the County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the lessor, the County will recognize (attorn) the Lender or its successor as Lessor and the County's rights and obligations shall remain the same (not disturbed) as set forth in the Lease for the remainder of the Lease term.

The attached Subordination, Non-Disturbance and Attornment Agreement with Wells Fargo Bank Northwest, National Association has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

This project will provide a positive overall economic impact to the community. In addition, the construction phase will provide temporary construction jobs throughout the period of construction. The long-term occupancy by RUHS – Community Health Center in this region will benefit the business community by providing an important and positive economic impact through short term construction jobs and long-term employment. The project will also provide an appropriately located facility that serves the family medicine and primary health care needs of

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

the residents of Riverside County. The facility will be conveniently located close to public transportation for ease of access. The Subordination, Non-Disturbance and Attornment Agreement has no impact on citizens and businesses.

SUPPLEMENTAL:

Additional Fiscal Information:

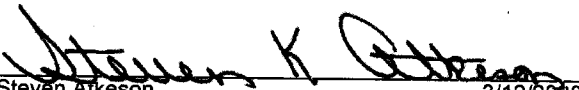
Please see attached Exhibits A, B, & C. RUHS will reimburse Facilities Management for all associated sublease costs on a monthly basis.

Contract History and Price Reasonableness

This is a new thirty-year Final Sublease. The Final Sublease rate is deemed competitive based upon the current market rate. The Subordination, Non-Disturbance and Attornment Agreement supports the Final Sublease and does not require modification of the financial terms of the contract.

Attachments:

- Exhibits A, B, & C
- Aerial Image
- Sublease
- Subordination, Non-Disturbance and Attornment Agreement
- Notice of Exemption


Steven Atkeson 3/12/2020


Gregory P. Priamos, Director County Counsel 3/12/2020



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

4/9/2020
Date

VLB
Initial

NOTICE OF EXEMPTION

February 24, 2020

Project Name: RUHS CHC Sublease, Palm Springs, County of Riverside, California

Project Number: FM042551002800

Project Location: Northwest corner of East Tahquitz Canyon Way and North Sunrise Way, Palm Springs, California; APN 508-070-042

Description of Project: The County of Riverside (County) Riverside University Health System (RUHS) desires to locate suitable medical office space for the purpose of establishing a new RUHS Community Health Center in Palm Springs. In order to improve client care and provide adequate staff space, medical office space for the Community Health Center is being sought to relocate the existing Palm Springs Clinic. The structure of the transaction will be a real estate public private partnership. On May 22, 2018, Agenda item 3.27 was approved by the Board of Supervisors authorizing EDA to locate suitable medical office space for RUHS in the Palm Springs area to facilitate relocation of their existing Community Health Clinic located at 1515 North Sunrise Way, Palm Springs. The existing clinic is under lease which expires in May of 2021. The clinic must be relocated on or before the expiration date due to the property owner's need to utilize their space. Based on this, the County Economic Development Agency (EDA) issued a request for proposal and selected a Developer to provide for a new Community Health Center to be constructed on the northwest corner of East Tahquitz Canyon Way and North Sunrise Way, in the City of Palm Springs. The Developer will design, plan, entitle, permit, construct, and provide property management services for a new Community Health Clinic facility of approximately 35,000 square feet. This new Community Health Center will provide Out Patient Services, Behavioral Health, Pharmacy, Imaging, Lab, Quick Sick, Women, Infants, and Children (WIC), Administration and Building support.

In order to facilitate the future development of the facility, the County is seeking to enter into a Sublease agreement with the developer to assign contractual responsibilities and provide a mechanism for the financing. The Property is owned by Mildred Browne, held in trust by the United States, and situated within the Agua Caliente Band of Cahuilla Indians Reservation, which means any lease or Sublease tied to the Property requires multiple levels of review and approval from the United States Department of the Interior, Bureau of Indian Affairs (BIA). After the BIA completed its first level of review and approval of the Sublease, the Board of Supervisors approved that initial version of the Sublease on November 19, 2019 (M.O. #3.4). The Sublease approved in that Board action was subject to an additional level of review and approval by the BIA. The BIA recently completed its final level of review and has approved the Sublease in the form attached hereto (Final Sublease), which has minor revisions that do not substantively change the deal points set forth in the November 19, 2019 Board action. The Final Sublease Agreement with Sunquitz EMC, LLC, A California limited liability company (Lessor) will consist of a 30-year term and is defined as the proposed project under the California Environmental Quality Act (CEQA).

APR 07 2020 3.17

Construction of the facility would commence after certain contingencies are met and the requisite permits have been obtained by the Lessor. Upon completion of construction, the County will sublease the Community Health Center and associated improvements from the Lessor. Additionally, the Sublease Agreement which is for a term of 30 years, specifically delineates full responsibility on the Lessor to comply with and provide full CEQA review on the building once the actual construction parameters of the facility are established, and to submit the necessary CEQA documentation to the lead agency overseeing the approval process.

Name of Public Agency Approving Project: Riverside County EDA

Name of Person or Agency Carrying Out Project: Riverside County EDA


Exempt Status: State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The discretionary action to sublease the property is exempt from the requirements of CEQA as it would not result in direct impacts to the physical environment or reasonably foreseeable indirect effects. The sublease of property itself would have no direct physical effect on the environment as the Final Sublease Agreement consists only of administrative and contractual responsibilities to facilitate the future development of the site and does not include any changes to the existing land use or a physical disruption of the property.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** Even if a determination is made that the project is defined as a Project under CEQA, the agreement to provide a funding commitment and eventual sublease of the RUHS facility is exempt pursuant to State CEQA Guidelines Section 15061(b)(3). 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 Final Sublease Agreement itself may have a significant physical effect on the environment. The direct effects of the Final Sublease Agreement would be limited to the contractual responsibilities and funding mechanism and would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

The potential indirect effects from this Final Sublease Agreement would occur through series of discretionary actions that define a broader project, e.g., the construction and operation of the Community Health Center. The Final Sublease Agreement between the County and Lessor is not deemed to be an approval pursuant to CEQA for any specific development and does not commit any public agency, including the County or City of Palm Springs, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. In addressing indirect effects of the Final Sublease Agreement, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment. When considering future indirect effects from the Final Sublease Agreement, at this point in the process, the design of the project is not substantive enough to provide a meaningful analysis of environmental effects. Future development of the site by the Lessor provides the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful as there are more specific associated with the development of the Community Health Center. The County has incorporated conditions which require future environmental review, as terms of the Final Sublease Agreement, to be conducted by the Lessor to ensure that the appropriate level of analysis is conducted and that mitigation or alternatives be incorporated to minimize the proposed indirect effects of a future development to the greatest extent feasible. The potential indirect effects of the project are not reasonably foreseeable and not considered as part of the proposed discretionary action, which is limited to the Final Sublease Agreement.

Therefore, the County of Riverside EDA hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 2/24/20

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: RUHS CHC Sublease, Palm Springs

Accounting String: 524830-47220-7200400000 - FM042551002800

DATE: February 24, 2020

AGENCY: Riverside County EDA

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

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

Signature: 

PRESENTED BY: Maribel Hyer, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: February 24, 2020
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Project Management Office
Subject: **Riverside County EDA Project #FM042551002800: RUHS CHC Sublease**

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

RECORDED AT REQUEST OF AND
WHEN RECORDED RETURN TO:

Greenberg Traurig, LLP

77 West Wacker Drive

Chicago, IL 60601

Attention: David J. LaSota

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement (“**Agreement**”) is made as of _____, 20__ among Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series (Palm Springs, Riverside County) (“**Lender**”) having its address for notification at 299 S. Main Street, 5th Floor, Salt Lake City, Utah 84111 and the County of Riverside (“**County**”), by its authorized representative, having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501 and Sunquitz EMC, LLC, a California limited liability company (“**Lessor**”) having its address for notification at 650 Town Center Drive, Suite #890, Costa Mesa, California 92626.

Recitals:

A. Lender has agreed to make a loan to Lessor, to be secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated _____, 2020, and recorded on _____, _____, as Instrument No. _____, in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the “**Mortgage**”) encumbering Lessor’s leasehold interest in real property located in Palm Springs, Riverside County, State of California. The legal description of the encumbered real property (the “**Mortgage Premises**”) is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the “**Loan Documents**”.

B. On March 17, 2020, County and Lessor entered into that certain Medical Office Building Sublease Under PSL-510 for the property at NWC E. Tahquitz Canyon and N. Sunrise Way, Palm Springs, California (the “**Lease**”). The Lease creates a leasehold estate in favor of County for space (the “**Premises**”) located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases and Rents dated _____, 2020, and recorded on _____, _____, as Instrument No. _____, in the Official Records of the County Recorder of Riverside County, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK’S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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APR 07 2020

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consolidations, replacements, substitutions and extensions, is hereafter referred to as the “Assignment of Rents.”

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, County and Lessor, intending to be legally bound, agree and covenant as follows:

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

2. **County Subordination.**

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

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

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County’s subordination under Section 2, County’s peaceful and quiet possession of the Premises shall not be disturbed and County’s rights and privileges under the Lease, including its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender’s exercise of its rights or remedies under the Loan Documents, provided that County is not in default under this Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

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

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

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

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

4. **Attornment.**

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

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

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

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

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

(a) liable for any act or omission of the Lessor that cannot be cured by the payment of money; provided that the Lender shall permit County to perform the pre-existing obligation;

(b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor;

(c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor;

(d) bound by an amendment or modification of the Lease made without Lender's written consent; or

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

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus (i) an additional ninety (90) days in the case of any obligation relating to the maintenance or repair of the Leased Premises; provided that Lender commences to cure such default promptly and reasonably cooperates with County to effectuate such cure, (ii) an additional sixty (60) days for all other obligations (other than those in (i) and (iii)), and (iii) thirty (30) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

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

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

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises (or transfer the Mortgage Premises to a Transferee) within the applicable cure period; and

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

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

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

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

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

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

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

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

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease, and then for only such period that lender holds title to the Mortgaged Premises.

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

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

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

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

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

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

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

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

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

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

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

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

The addresses are:

Wells Fargo Bank Northwest, N.A., as Trustee
299 S. Main Street, 5th Floor
MAC: U1228-051
Salt Lake City, Utah 84111
Attn: Corporate Trust Services
Telephone Number: (801) 246-6000

County:

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

If to Company:

650 Town Center Drive, Suite #890
Costa Mesa, California 92626
Attention: Richard Boureston

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

15. Miscellaneous Provisions.

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

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

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

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

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

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

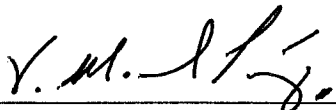
15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party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

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

Executed on the date first above written.

COUNTY OF RIVERSIDE:

Wells Fargo Bank Northwest, N.A., as
Trustee of the CTL Pass-Through Trust,
Series (Palm, Riverside County)

By: 
V. Manuel Perez
Chairman, Board of Supervisors

By: _____
Name:
Title:

Sunquitz EMC, LLC, a California limited
liability company

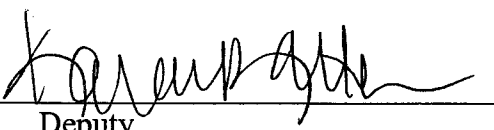
By: 
Richard E. Boureston, Manager

By: _____
Hank Gordon, Manager

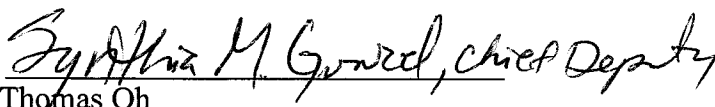
By: Laurich Properties, Inc., a Nevada
corporation, Manager

By: _____
Richard S. Gordon, President

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
for Thomas Oh
Deputy County Counsel

Executed on the date first above written.

COUNTY OF RIVERSIDE:

Wells Fargo Bank Northwest, N.A., as
Trustee of the CTL Pass-Through Trust,
Series (Palm, Riverside County)

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

By: _____
Name:
Title:

Sunquitz EMC, LLC, a California limited
liability company

By: _____
Richard E. Boureston, Manager

By: 
Hank Gordon, Manager

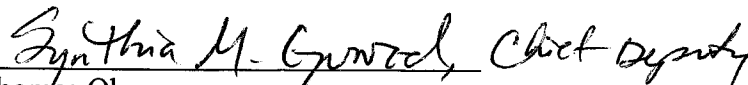
By: Laurich Properties, Inc., a Nevada
corporation, Manager

By: 
Richard S. Gordon, President

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
for Thomas Oh
Deputy County Counsel

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

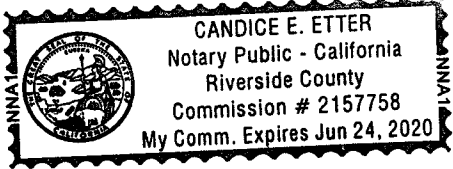
STATE OF CALIFORNIA)
)SS.
COUNTY OF RIVERSIDE)

On March 5, 2020, before me, Candice E. Etter, a Notary Public in and for the State of California, personally appeared Richard E. Bourne, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Candice E. Etter (Seal)



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

STATE OF NEVADA)

)SS.

COUNTY OF CLARK)

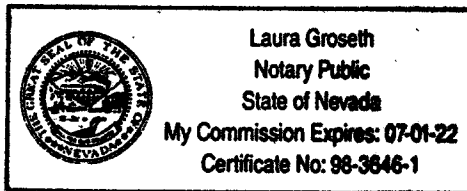
On March 5, 2020, before me, Laura Groseth, a Notary Public in and for the State of Nevada, personally appeared **Richard Gordon, President of Laurich Properties, Inc.**, a Nevada corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Laura Groseth

Laura Groseth, Notary Public



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

STATE OF NEVADA)

)SS.

COUNTY OF CLARK)

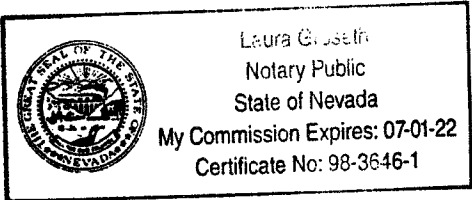
On March 5, 2020, before me, Laura Groseth, a Notary Public in and for the State of Nevada, personally appeared **Hank Gordon, Manager of Sunquitz EMC, LLC**, a California limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Laura Groseth

Laura Groseth, Notary Public



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

STATE OF CALIFORNIA)

)SS.

COUNTY OF RIVERSIDE)

On _____, 2020, before me, _____, a Notary Public in and for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

[Exhibit A: Legal description of Mortgage Premises]

MEDICAL OFFICE BUILDING SUBLEASE UNDER PSL-510

County of Riverside – Riverside University Health System

Northwest Corner of E. Tahquitz Canyon Way and N. Sunrise Way, Palm Springs, California

Table of Contents

1.	Parties	5
2.	Agreement to Lease (Sublease); Lease Subject to Master Lease; Description of Leased Premises	5
2.1	Agreement to Lease; Lease Subject to Master Lease	5
2.2	Description of Leased Premises	7
2.3	Improvements	7
3.	Purpose of Lease; Unlawful Use/Compliance With Laws	9
3.1	Purpose of Lease	9
3.2	Unlawful Use/Compliance With Laws	9
4.	Term	9
4.1	Effective Date	9
4.2	Commencement Date; Term	9
4.3	Delay in Delivery of Leased Premises	10
5.	Rent; Leasehold Improvement Reimbursement	10
5.1	Monthly Rent	10
5.2	Annual Escalation in Monthly Rent	11
5.3	Interior Leasehold Improvement Reimbursement	11
6.	Additional Rent: Payment of Operating Costs by County	11
6.1	Operating Costs	11
6.2	Payment of Taxes by Lessor	15
6.3	Payment of Operating Costs by County	16
6.4	Warranties	18
6.5	Proration of Operating Costs	19
6.6	County's Right to Audit Operating Costs	19
7.	Assignment and Assumption of Lessor's Master Leasehold Interest (County's Option to Purchase Building and Improvements and Assume Master Lease)	19
7.1	Grant of Option	19
7.2	Option Escrow	20
7.3	Master Lease Provisions	21
8.	Compliance Requirements	21
8.1	Compliance With Applicable Requirements	21
8.2	California Environmental Quality Act	21
8.3	Americans With Disabilities Act	22
8.4	Asbestos and Lead Based Paint	22
8.5	Hazardous Materials	22

8.6	Sick Building Syndrome	23
8.7	Waste Water	23
9.	Custodial Services	23
9.1	Custodial Services	24
9.2	County's Right to Provide Custodial Services and Deduct Costs	24
10.	Utilities	24
10.1.	Utility Services	25
10.2.	Payment	25
11.	Repairs and Maintenance	25
11.1	Lessor's Repair and Maintenance Obligations	25
11.2	Lessor's Default	25
11.3	County's Right to Make Repairs and Deduct Cost	26
11.4	Emergency Repairs	27
11.5	Periodic Services	27
12.	Alterations and Improvements	27
12.1	Improvements by Lessor	27
12.2	Improvements by County	29
12.3	Communications Equipment	30
13.	Assignment/Transfer, Sub-Sublease and Encumbrance of this Lease	30
13.1	Assignment of Lease	30
13.2	Sub-Sublease	31
13.3	Encumbrance of Lease	31
14.	Insurance and Indemnification	31
14.1	Insurance	31
14.2	Indemnification	34
14.3	Indemnification of Master Lessor and BIA	36
15.	Damage and Destruction	36
15.1	Repair of Damage	36
15.2	Repair Period Notice	36
15.3	Rent Abatement Due to Casualty	36
15.4	Waiver of Statutory Provisions	37
15.5	Master Lease	37
16.	Eminent Domain	37
16.1	Total Condemnation	37
16.2	Partial Condemnation	37
16.3	Award	38
16.4	Temporary Condemnation	38
16.5	Master Lease	38
17.	Estoppel Certificates; Subordination, Non-Disturbance and Attornment	38
17.1	Estoppel Certificates	38
17.2	Subordination, Non-Disturbance and Attornment Agreement	38

18.	Default	39
18.1	County's Default	39
18.2	Lessor's Default	41
18.3	County's Right to Cure Lessor's Default and Deduct Cost	41
18.4	Rent Setoff	41
19.	Lessor's Representations and Warranties	42
19.1	Title	42
19.2	Certificate of Authority	42
19.3	No Litigation	42
19.4	Easements	42
20.	Miscellaneous	42
20.1	Quiet Enjoyment	42
20.2	Non Waiver	43
20.3	Binding on Successors	43
20.4	Severability	43
20.5	Venue	43
20.6	Attorney's Fees	43
20.7	County's Representative	43
20.8	Agent for Service of Process	43
20.9	Entire Agreement	44
20.10	Interpretation	44
20.11	Time of Essence	44
20.12	Recording	44
20.13	Consent	44
20.14	Title	45
20.15	Conveyance by Lessor	45
20.16	Mechanic's Liens	45
20.17	Notice	45
20.18	Authority	46
20.19	Force Majeure	46
20.20	Approval of Supervisors	46
20.21	Separate Writing and Exhibits	47
20.22	Additional Provisions	47
20.23	Amendment	47
20.24	Headings	48
20.25	Master Lease Governing Law	48
20.26	Counterparts	48

EXHIBITS

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

Legal Description of Master Lease Property	Exhibit A-1
Legal Description of Land	Exhibit A-2
Site Plan	Exhibit A-3
Property Development and Leasehold Improvement Agreement	Exhibit B
Final Space Plan	Exhibit B-1
Final Building Concepts	Exhibit B-2
Final Working Drawings	Exhibit B-3
Construction Schedule	Exhibit B-4
Leasehold Improvement Payment Schedule	Exhibit B-5
Revised Leasehold Improvement Payment Schedule	Exhibit B-6
Estimated Interior Leasehold Improvement Costs	Addendum 1
Confirmation of Commencement Date and Lease Information	Exhibit C
Annual Operating Budget	Exhibit D
Custodial Services Agreement	Exhibit E
General Construction Specifications for Leased Facilities	Exhibit F
Estoppel Certificate	Exhibit G
Subordination, Non-Disturbance & Attornment Agreement	Exhibit H
Master Lease	Exhibit I
Purchase Option and Assumption of Master Lease Schedule	Exhibit J
Dispute Resolution Procedure	Exhibit K

MEDICAL OFFICE BUILDING SUBLEASE UNDER PSL-510
COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM

1. Parties.

This Medical Office Building Sublease Under PSL-510 (“**Lease**”) is made on _____, 2020 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as “**County**”, and **SUNQUITZ EMC, LLC**, a California limited liability company, hereinafter referred to as “**Lessor**.” County and Lessor are hereinafter collectively referred to as the “**Parties**” or individually as a “**Party**.”

2. Agreement to Lease (Sublease); Lease Subject to Master Lease; Description of Leased Premises.

2.1 Agreement to Lease; Lease Subject to Master Lease. Lessor hereby leases to County, and County hereby leases from Lessor, the Leased Premises (defined in Section 2.2 below), for the term, at the rental, and upon all terms, covenants and conditions set forth in this Lease.

Lessor will be the owner of a leasehold estate under Business Lease No. PSL-510 (the “**Master Lease**”) between Mildred L. Browne (PS-22B) as lessor (“**Master Lessor**”) and Lessor (Sunquitz EMC, LLC) as lessee upon execution and delivery of the Master Lease, and approval of the Master Lease by the U.S. Department of the Interior, Bureau of Indian Affairs (“**BIA**”) on the same date that this Lease is approved by the BIA. The Master Lease covers the real property which is described in Exhibit “A-1” and which is incorporated herein by this reference (“**Master Lease Property**”). This Lease is contingent upon BIA approval and full execution of the Master Lease, which Master Lease shall be substantially in the form attached hereto as Exhibit “I”, with any material changes from Exhibit “I”, as reasonably determined by the County, being approved in writing by the County (the “**Master Lease Contingency**”).

2.1.1 Lease Subject to Master Lease. The Land defined in Section 2.2 below comprises the Master Lease Property, and this Lease is a sublease under the Master Lease, and is subject to the terms and conditions of the Master Lease. Accordingly, this Lease and the interest of the Parties hereto, and any encumbrancer hereof (if any), and any sub-sublessee (if any) of any portion of the Leased Premises, are subject to all of the terms, covenants, conditions and restrictions set forth in the Master Lease (including amendments thereto entered into from time to time), and to the rights

and interests of the Master Lessor. Reference is made to the Master Lease for particulars, and the same is incorporated as a part of this Lease as if set forth herein in full, although initial capitalized (defined) terms used in this Lease shall have the meanings ascribed to such terms in this Lease. Without limitation of the foregoing, reference is hereby made to the terms and provisions of Article VII of the Master Lease [Annual Accounting, Records, Reports And Audit].

Notwithstanding the Master Lessor's consent to this Lease, in the event of any conflict between this Lease and the Master Lease, the terms and conditions of the Master Lease shall control. Other than terms and conditions of the Master Lease related to (i) the initial design, planning and construction of the Improvements and (ii) the payment of rent under the Master Lease, the County, as the sublessee of the Master Lease Property, shall comply with, and perform, all obligations of Lessor under the Master Lease in accordance with the terms expressly set forth therein without duplication of the same type of obligations that are separately imposed on County and Lessor as obligations under this Lease; provided that, so long as County has paid all Rent, Operating Costs and other amounts due from County to Lessor in accordance with the terms herein, County shall not be obligated to satisfy maintenance, repair, replacement, and operation obligations under the Master Lease with respect to the Master Lease Property. The Master Lease is not being modified in any manner whatsoever by this Lease. All terms and provisions of the Master Lease shall remain in full force and effect. Lessor, as the lessee under the Master Lease, is not being released from any of its obligations, covenants or liabilities under the Master Lease, which shall include without limitation its liability for acts or omissions of the County which constitute or result in a violation of the Master Lease. County shall not do any act that constitutes a violation or breach of the terms of the Master Lease. If Master Lessor asserts that there is any breach or default by Lessor under the Master Lease (other than those relating to (i) the initial design, planning and construction of the Improvements, (ii) payment of rent thereunder, and (iii) obligations under the Master Lease that are not required to be performed by County as set forth above), then County will, at its own expense and risk, take all action to cure any such alleged breach or default and take all such actions as necessary to dispute such alleged default and to forestall any termination of the Master Lease unless such default relates to repair, maintenance, replacement, and operation of the Improvements following the Commencement Date and County has paid all Rent, Operating Costs and other amounts due from County to Lessor to date in accordance with the terms herein. Further, Master Lessor shall have no obligations whatsoever to the County other than (a) to allow the County to take possession of the subleased Leased Premises

subject to the County's compliance with this Lease and the Master Lease, and (b) Master Lessor's consent to the County's purchase option for the improvements and option to assume the Master Lease, as more particularly described in the Master Lease (in which event County, as the successor-in-interest lessee under the Master Lease, shall assume and comply with all obligations of the lessee under the Master Lease, including without limitation the payment of rent and all obligations regarding improvements). Master Lessor is a third-party beneficiary of both the County's and Lessor's covenants and obligations under this Lease.

2.1.2 Termination of Master Lease. In the event of the termination of the Master Lease, by cancellation or otherwise, after the Improvements have been constructed by Lessor and while this Lease is in full force and effect, it shall not serve to cancel this Lease, and the County shall attorn to the Master Lessor as its lessor under this Lease, and shall comply with all provisions of the Master Lease (the terms of which are incorporated into this Lease by this reference) which apply to the Leased Premises, including without limitation the payment of taxes and insurance on the Leased Premises and the maintenance and repair of the Leased Premises, and excepting that the amount of rent payable to Master Lessor by the County (which shall be paid to the BIA for the benefit of Master Lessor) shall be the higher of the amount of rent that is payable by the County under this Lease or the amount of rent that is payable by the lessee to the Master Lessor under the Master Lease. In the event of termination of the Master Lease prior to completion of the Improvements, County shall have the right to immediately terminate this Lease if mortgagee or another party acceptable to mortgagee has not agreed to cause completion of the Improvements.

2.2 Description of Leased Premises. The "Leased Premises" shall consist of that certain real property ("Land"), including all improvements thereon to be constructed by Lessor under the terms of this Lease, located on the northwest corner of E. Tahquitz Canyon Way and N. Sunrise Way, in the city of Palm Springs, County of Riverside, State of California, on approximately 4.21 gross acres, subject to valid easements and rights of way of record, which Land comprises a portion of Assessor's Parcel Number 508-070-042, and which Land is described with more particularity in Exhibit "A-2" attached hereto and incorporated herein by this reference.

2.3 Improvements. Lessor shall plan, design, and construct a medical office building on the Land ("Building"), which will become a part of the Leased Premises, and which shall consist of approximately 35,000 square feet with 175 parking spaces allocated as unreserved parking spaces, as set forth on the site plan attached hereto as Exhibit "A-3". The Leased Premises shall

include all on-site improvements, including the Building, parking areas, driveways, drive aisles, and landscaping, appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways, for County, its employees and invitees. Lessor shall also complete and construct any offsite improvements necessary to complete the Project (defined below) as required by local jurisdictions. Said on-site and offsite improvements are collectively referred to herein as the **"Improvements."** Lessor shall be responsible for the completion of the **"Project,"** which is defined as the planning, entitlement, design, and construction of said Building and Improvements, at Lessor's sole cost and expense (the **"Project Costs"**).

The rights and obligations of the Parties regarding the Project before the commencement of the Lease Term (as defined in Section 4.2 below) are stated in the Property Development and Leasehold Improvement Agreement attached hereto as Exhibit "B" and incorporated herein by reference (**"Leasehold Improvement Agreement"**). If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail at all times prior to the Commencement Date (as defined in Section 4.2 below) and thereafter this Lease shall prevail.

2.3.1 Condition of Leased Premises and Improvements. Lessor shall deliver the Leased Premises to County in a fully clean and safe condition, free of hazards and debris, entirely permitted and inspected by local authorities, on the date of Substantial Completion (as set forth in the Leasehold Improvement Agreement) (the **"Substantial Completion Date"**). Lessor warrants that on the Substantial Completion Date, 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"**), loading doors, if any, that serve the Leased Premises (herein defined as the **"Base Building Systems"**), other than those installed or constructed by County, and excepting damage caused by County, shall be in safe, hazard free, good operating condition, and the roof, bearing walls, structure, and foundation of the Building and any other structure on the Land constructed by Lessor under this Lease shall be free of material defect. Subject to reimbursement through Operating Expenses (defined below), Lessor agrees to comply with the obligations set forth in this Section during the Lease Term.

2.3.2 Ownership and Surrender of Improvements. During the Term of this Lease, Lessor will be the owner of the Building and Improvements to be constructed on the Land. Upon the expiration or earlier termination of this Lease, County shall vacate and surrender possession

of the Building and all Improvements to Lessor (subject to the provisions of Section 7 below regarding County's Option to purchase the Building and Improvements and Lessor's master leasehold interest).

3. Purpose of Lease; Unlawful Use/Compliance With Laws.

3.1 Purpose of Lease. County shall use and occupy the Leased Premises for the purpose of providing medical office space for use by the Riverside University Health System – as a Public Health Clinic, Women's, Infants, Children's Center, Behavioral Health Services, Dental Facility, Pharmacy, Urgent Care, Community Room and General Office Space, but the Leased Premises may be used for any official business of County government or any other legal use which is reasonably comparable thereto. Nothing contained in this Lease shall be construed to require County to occupy the Leased Premises continuously.

3.2 Unlawful Use/ Compliance With Laws. There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of any of the Master Lease Property, including the Leased Premises. The County and Lessor must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 25 CFR § 162.014, including applicable Tribal laws if any.

4. Term.

4.1 Effective Date. This Lease shall be effective, and legally binding on both Parties, upon the date that (i) this Lease has been fully executed by the Parties hereto, (ii) this Lease has been consented to in writing by the Master Lessor and approved by the BIA and (iii) the Master Lease Contingency is satisfied (herein the "Effective Date").

4.2 Commencement Date; Term. The Term of this Lease shall be for a period of thirty (30) years ("Term" or "Lease Term") commencing on the date (the "Commencement Date") which is the earlier to occur of (i) the expected rent commencement date set forth in the final project schedule mutually approved by the Parties, (ii) the Substantial Completion Date, or (iii) the date which County accepts the Leased Premises for occupancy, which acceptance shall not be unreasonably withheld, conditioned, or delayed and which acceptance shall occur only after the date on which Lessor (a) delivers to County a copy of the Certificate of Occupancy issued by the City of Palm Springs relating to the Leased Premises, or temporary Certificate of Occupancy with right to occupy and operate (provided, Lessor continues to diligently pursue a permanent Certificate of Occupancy to issuance) and (b) has complied with all of the provisions of Section 5 of the Leasehold

Improvement Agreement, attached to this Lease as **Exhibit "B"**. The Term shall expire at midnight on the last day of the twelfth month in the thirtieth (30th) year ("**Expiration Date**").

4.2.1 Confirmation of Commencement Date and Lease Information.

At such time as the Commencement Date of this Lease has been determined, either Party may deliver to the other Party a notice in the form set forth in the attached **Exhibit "C"**, which the receiving Party shall execute, after making any corrections necessary to conform the information to the provisions of this Lease, and return to the forwarding Party within thirty (30) days after receipt. Each Party will use reasonable efforts to deliver the notice to the other Party within thirty (30) days after the Commencement Date. Anything to the contrary notwithstanding, failure to forward or execute said notice shall not invalidate or nullify the provisions of this Lease. The Parties shall also cause a copy of the executed notice to be delivered to the BIA and Master Lessor.

4.3 Delay in Delivery of Leased Premises. If the Term of this Lease has not commenced by one (1) year from the date of issuance of the grading permit issued by City of Palm Springs (Lessor using all commercially reasonable diligence to obtain the grading permit), County will provide to Lessor an additional ninety (90) days to allow Lessor to continue to complete any action necessary to achieve Substantial Completion, and Lessor shall use commercially reasonable efforts and all due diligence to achieve Substantial Completion. In the event that Substantial Completion has not occurred at the end of said ninety (90) day period, and provided that Lessor has used commercially reasonable efforts and all due diligence to achieve Substantial Completion, the Parties agree that Lessor shall have a second ninety (90) day period to achieve Substantial Completion ("**Outside Completion Date**"). In the event that by the Outside Completion Date, Lessor is unable to achieve Substantial Completion ("**Construction Failure**"), County's sole and exclusive remedy under this Lease in connection with a Construction Failure is set forth in Section 6.3 of the Leasehold Improvement Agreement. Notwithstanding the foregoing, Lessor's time for performance will be tolled day for day in connection with any County delay, County initiated change orders, or Force Majeure Delay.

5. Rent; Leasehold Improvement Reimbursement.

5.1 Monthly Rent. The anniversary dates shall be deemed to fall on the first day of the first full month of each lease year following commencement of the Term. Commencing on the Commencement Date, and subject to annual increase as specified in Section 5.2 below, and continuing for the duration of the Term, unless terminated sooner per the terms of this Lease, County shall pay

the sum of \$82,250 per month to Lessor as rent (“Rent”) during the Term, payable in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County’s business; provided, however, in the event Rent for any period during the Term is owing which is for less than one (1) full calendar month said Rent shall be prorated based upon the actual number of days of said month. The Parties acknowledge and agree that the initial Rent is based on \$2.35 per square foot of Building area.

5.2 Annual Escalation in Monthly Rent. Notwithstanding the provisions of Section 5.1 herein, the monthly Rent (but not including the monthly payments for reimbursement for the interior leasehold improvements, as set forth in the attached Leasehold Improvement Agreement, see Section 5.3 below), shall be increased each anniversary of the Commencement Date by an amount equal to two and one-half percent (2.5%) over the previous year’s monthly Rent.

5.3 Interior Leasehold Improvement Reimbursement. Notwithstanding the provisions of Sections 5.1 and 5.2 above, County shall reimburse Lessor for the interior leasehold improvements upon completion and County’s acceptance thereof as provided for in Section 8 of the Leasehold Improvement Agreement. Monthly payments of the interior leasehold improvement reimbursement shall commence on the Commencement Date and shall be payable in the same manner as Rent.

6. Additional Rent: Payment of Operating Costs by County

6.1 Operating Costs. In addition to any amounts separately set forth for Rent, County shall pay amounts sufficient to pay or reimburse Lessor for all operating costs incurred by Lessor, including funding of a capital reserve account, pursuant to a County approved Annual Operating Budget pursuant to Section 6.3(a) of this Lease (the “Operating Costs”). In consideration of County’s payment of the Operating Costs, Lessor shall be responsible for all operations and all property management for the Leased Premises as set forth in this Section; provided, however, that County shall have the right to procure Services (as defined in Section 6.1(c)) at its sole discretion (“County-Procured Services”) subject to the terms and conditions set forth in Section 6.1(c). Lessor shall at all times use its commercially reasonable efforts to operate the Leased Premises in an economically reasonable manner and control such Operating Costs in accordance with

reasonable commercial standards prevailing in the market place for comparable premises. Operating Costs means any and all costs and expenses directly related to ownership, operation, repair, and maintenance of the Leased Premises in connection with the following, in each case excluding costs described in Section 6.1.1 below:

(a) the repair (including capital improvements), replacement (including capital replacement), operation, and maintenance of the Leased Premises, including, without limitation, interior and exterior repair, operation, maintenance, and replacement of all exterior doors and windows, sidewalks, driveways, dock, interior perimeter and interior partition walls and finishes (including periodic painting thereof), exterior wall finishes, broken glass in exterior and interior doors and windows, roof, floor covering, window frames, gutters and downspouts, HVAC system, electrical system, plumbing system, pest control, landscaping and all other areas used in connection with the Leased Premises;

(b) the commercially reasonable property management fees paid to the entity managing the Leased Premises under any property management contract entered into;

(c) all costs of services provided by third parties (i.e., service providers other than Lessor) and benefitting the Leased Premises (“**Services**”); provided, however, that said costs shall not include the costs of County-Procured Services and Lessor shall be required to obtain services at rates generally competitive in the marketplace. Such Services shall include janitorial, custodial, security, maintenance, gardening, parking lot sweeping, repair, and landscaping, together with related costs and expenses, licenses, permits, and inspection fees, and the cost of supplies, materials, equipment, and tools used in connection therewith. Upon notification from County that County has procured County-Procured Services, Lessor shall terminate, as soon as possible, any contract or agreement with a third-party provider providing those same services. County shall be responsible for Lessor’s costs under said contract or agreement for up to thirty (30) days after said notification by County or until the termination of said contract or agreement, whichever is earlier. Lessor hereby agrees not to utilize the services of a third-party provider in which it has a financial interest;

(d) utilities, unless the account(s) for any such utility is established in the name of County with County's concurrence, and security/fire alarm monitoring fees and related costs;

(e) Taxes as defined in Section 6.2 below;

(f) any damage to the Leased Premises (but not to County's personal property) caused by breaking and entering or other criminal act or any other event not covered by insurance;

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

(h) all insurance premiums for insurance required to be carried under this Lease (including earthquake and loss of rent insurance);

(i) amounts necessary to fund or restore any operating, replacement, or other operating reserve in an amount as may be agreed by Lessor and County;

(j) the amount of any deductible payable under any insurance policy described herein as a result of repairs or replacements attributable to fire or other casualty;

(k) all other costs reasonably incurred by Lessor in connection with the ownership, maintenance, and upkeep of the Leased Premises in order to prevent any dangerous or unsafe condition on the Leased Premises that could result in liability to Lessor or County, or its officers, Board of Supervisors, employees, directors, or other agents;

(l) all costs to comply with Federal, state, or local laws, regulations or permits pertaining to storm water pollution prevention plans ("SWPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental Protection Agency.

(m) the costs for a day porter and security guard for the Leased Premises, five (5) days per week, or such additional time as County may request.

6.1.1 Exclusions from Operating Costs. Operating Costs shall exclude:

(a) Project Costs;

(b) Utilities, prior to the Substantial Completion Date;

(c) political or charitable contributions made by Lessor;

(d) fines, penalties, and interest penalties incurred as a result of Lessor's negligence, willful misconduct, or unwillingness to make payments when due or take such other actions as may be required;

(e) legal fees, accountant's fees, and other expenses incurred in connection with (i) disputes with County or associated with the interpretation of the terms of this Lease (unless County is otherwise required to pay such fees and expenses pursuant to Section 20.6 of this Lease) or (ii) legal proceedings arising out of Lessor's violation of the terms of this Lease;

(f) costs of any service provided to County for which Lessor is reimbursed, or any other expense for which Lessor is or will be reimbursed by another source (i.e., expenses covered by insurance or warranties or the proceeds of any condemnation.);

(g) fees to Lessor 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;

(h) repairs or replacements made to rectify or correct any latent defect(s) in the original design, materials, or Project workmanship, as originally constructed, to the extent of and in the amount that the cost of such repairs or replacements are paid to Lessor (i) from the Project contingency or (ii) by reimbursement or other recovery from Lessor, general contractor, any other contractor, or any other party who may be obligated to Lessor to pay or reimburse for such repairs, including, but not limited to, warranty claims; provided, however, that Lessor uses commercially reasonable efforts to obtain said reimbursement or other recovery, including suit, court action, mediation, or arbitration.

(i) repairs, replacements, or any other costs associated with the operation of the Leased Premises that are necessitated by the negligence or willful misconduct of Lessor or Lessor's employees, contractors, or agents;

(j) repairs or replacements attributable to fire or other casualty to the extent covered by the proceeds of insurance required by Section 14;

(k) any cost of repair, replacement, operation, and/or maintenance of the Leased Premises incurred as a result of the final completion of the Project

following Substantial Completion of the Project, all of which shall be payable as part of the Project Costs;

(l) debt service on loans;

(m) damages recoverable by County due to violation by Lessor of any of the terms and conditions of this Lease (which violation is not caused by County);

(n) Lessor's general corporate overhead and general administrative expenses not related to the operation of the Leased Premises and all compensation to executives, officers or partners of Lessor; and

(o) Costs associated with the operation of the business of Lessor as the same are distinguished from the costs of operation of the Leased Premises, including accounting and legal matters, and costs of defending any lawsuits with any lender or any employee or vendor of Lessor that do not properly arise from Lessor's operation of the Leased Premises.

6.2 Payment of Taxes by Lessor. Subject to reimbursement as an Operating Cost, Lessor shall pay all Taxes that accrue from and after the Commencement Date. Lessor shall pay all Taxes directly to the applicable governmental agency prior to delinquency and shall provide proof of such payment promptly to County. The term "Taxes" shall include all real estate taxes and assessments (including without limitation all possessory interest taxes) whether special or general and including any road improvement districts, water improvement district, and any other utility installation hookup, tie in or similar charges or assessments that are levied upon and/or assessed against the Leased Premises. If any governmental authority or unit under any present or future law effective at any time during the Term shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Leased Premises (as distinct from an income tax), Lessor shall pay said tax, subject to reimbursement by the County as an Operating Cost; provided, however, that said tax cannot be, and is not, claimed by Lessor as a business expense deduction for income tax purposes. To the extent Taxes or other charges can be paid in installments, Lessor may pay such Taxes in installments. With respect to any general or special assessments which may be levied against or upon the Leased Premises, or which under the laws then in force may be evidenced by improvement or other bonds or may be paid in annual installments, only the amount of such annual installment, and interest due

thereon, shall be included within the computation of Taxes. Lessor and County agree to work together to mitigate or eliminate the amount of Taxes at no expense to Lessor. "Taxes" shall not include any additional taxes, assessments, fines, or penalties resulting from Lessor's failure to timely and properly pay Taxes, which shall be paid by Lessor at its sole expense.

(a) **Real Property Tax Statements.** Lessor shall make appropriate arrangements to receive directly from the applicable governmental agency assessment notices and real property tax statements for the current year and shall provide a copy thereof promptly to County.

(b) **Right to Contest Taxes.** If Lessor receives prior notice that an appraisal of the Leased Premises, or any portion thereof, will be conducted for real property tax purposes, Lessor shall so notify County and permit County to be present during such appraisal if County so elects. County shall have the right in Lessor's name and stead, and at County's sole expense, to contest the validity or amount of any real property taxes provided all such taxes are paid when and as due. Lessor shall cooperate with County and provide reasonable assistance with respect to any such contest, including, without limitation, such information and supporting documents as may be reasonably requested by County. Notwithstanding any provision of this Lease to the contrary, County shall not be required, nor shall Lessor have the right, to pay, discharge or remove any such real property tax so long as no event of default has occurred and County is contesting the existence, amount, applicability or validity thereof by appropriate proceedings conducted in good faith with due diligence. In the event Lessor shall obtain a tax refund as a result of any such tax appeal or other proceedings, County shall be entitled to, and Lessor shall promptly pay to County, all such tax refunds.

6.3 Payment of Operating Costs by County. From and after Substantial Completion, County shall pay the Operating Costs to Lessor in the following manner:

(a) **Annual Operating Budget.** Lessor shall develop an annual operating budget ("Annual Operating Budget") for the Leased Premises and shall submit a copy to County no later than ninety (90) days prior to the anticipated date of Substantial Completion ("**Substantial Completion Date**"). The Annual Operating Budget shall be automatically incorporated into this Lease by reference as **Exhibit "D"**. An Annual Operating Budget shall be submitted by Lessor to County no later than ninety (90) days prior to the commencement of each fiscal year (July 1 to June

30) thereafter, for review and written approval by County for the purpose of determining the amount of estimated Operating Costs expected to be incurred in connection with the Leased Premises for the upcoming fiscal year. Lessor shall provide a copy of each approved Annual Operating Budget to the Master Lessor and BIA pursuant to the requirements of the Master Lease. If County does not approve the proposed Annual Operating Budget and County and Lessor are unable to agree upon an Annual Operating Budget by the thirtieth (30th) day prior to the commencement of the following fiscal year, Lessor and County will resolve the dispute in accordance with **Exhibit "K"** attached hereto and incorporated herein by reference. Until such time as such dispute is resolved, County shall continue to pay Operating Costs in accordance with the previously approved Annual Operating Budget.

(b) **Payment of Operating Expenses.** Following Substantial Completion, in addition to Rent, County shall pay monthly, on the same day of each month during the Lease Term as monthly Rent is due, an amount equal to one-twelfth (1/12) of the Operating Costs for each fiscal year as reasonably estimated by Lessor and set forth in the Annual Operating Budget.

(c) **County Review.** Operating Costs shall be subject to County's review, and County shall have the right to object to (i) any cost or expense which exceeds the prevailing price for such goods or services in the market; (ii) any cost or expense which has been improperly included under Section 6.1; or (iii) the failure of Lessor to exclude costs or expenses for goods or services which Lessor is obligated to provide under this Lease at its sole cost and expense.

(d) **Reconciliation.** Within ninety (90) days after the end of each fiscal year occurring during the Lease Term (or, if applicable, the Expiration Date), Lessor shall furnish County a reconciliation statement of the actual Operating Costs for the preceding fiscal year and County's actual payment of Operating Costs based upon the Parties' approved Annual Operating Budget. The reconciliation statement shall be prepared, signed, and certified to be correct by Lessor. If the actual Operating Costs for that fiscal year exceed the monthly payments of estimated Operating Costs made by County, County shall pay Lessor the deficiency within sixty (60) days after receipt of the reconciliation statement. If County's payments of estimated Operating Costs under Section 6.3(b) made during that fiscal year exceed the actual Operating Costs, the excess shall be credited by Lessor to the next installment(s) of Operating Costs coming due and payable; provided,

however, that such excess sum which is more than three (3) months of the then estimated Operating Costs, or any excess remaining and owed to County at the end of the Lease Term, shall be paid to County in cash via Lessor's electronic check within thirty (30) days after the date of the reconciliation statement. Lessor shall provide a copy of each reconciliation statement to the Master Lessor and BIA pursuant to the requirements of the Master Lease.

6.4 Warranties. During the Lease Term, Lessor shall use commercially reasonable efforts to enforce all applicable warranties in connection with defects which may arise in the original design, materials, or workmanship of the Leased Premises as originally constructed. Lessor shall assess maintenance, repairs, and replacements for potential warranty coverage and comply with warranty requirements, including but not limited to notices to the warrantor and requests for warranty service. Prior to Substantial Completion, costs incurred by Lessor in enforcing any such warranties shall be deemed a Project Cost and not payable by County. Thereafter, costs incurred by Lessor to enforce any warranties shall be subject to reimbursement as an Operating Cost. Notwithstanding the foregoing, following Substantial Completion, County may require Lessor to assign any such warranties to County, and County shall thereafter be responsible for enforcement of such warranties. To the extent any such warranties were not otherwise assigned prior to the Purchase Option transfer date, Lessor shall assign any remaining warranties to County on or prior to the Purchase Option transfer date.

If Lessor fails to take actions reasonably requested by County to enforce or otherwise obtain the benefit of any such warranty, County shall have the right, but not the obligation, to perform required work to correct any defects that may arise in the original design, materials, or workmanship of the Leased Premises as originally constructed. If such required work occurs prior to Substantial Completion, then Lessor shall reimburse County for the sum that County actually expends in the performance of such work. If Lessor does not reimburse County within thirty (30) days after demand from County for such work, County shall have the right to pursue any and all remedies available at law or equity against the relevant warranty provider, and County shall have the right to offset against the Rent payable under this Lease. If such work occurs after Substantial Completion, then the cost thereof shall be deemed an estimated Operating Cost already paid to Lessor by County

as described in Section 6.3(d) of this Lease.

6.5 Proration of Operating Costs. Operating Costs for any partial month during the Lease Term shall be prorated on a daily basis at the rate of one-thirtieth (1/30) of the Operating Costs for that month.

6.6 County's Right to Audit Operating Costs. Within that period expiring ninety (90) days after County's receipt of the reconciliation statement provided under Section 6.3(d), but not more than once per fiscal year, County shall have the right to audit Lessor's books and records pertaining to the accuracy of the computation of Operating Costs. Copies of such audit shall be delivered to Lessor and to the Master Lessor and BIA. If, after consultation with Lessor to determine such accuracy, any such audit, conducted in accordance with generally accepted accounting principles, reveals a discrepancy between Lessor's statement of the actual Operating Costs for the preceding fiscal year and the amount determined by such audit, then Lessor shall reimburse County the excess amount paid by County (or County shall pay to Lessor the deficiency), if any; and, if such discrepancy exceeds five percent (5%) or more, Lessor shall pay for the cost of such audit not to exceed \$5,000. In no event shall Lessor be responsible for an audit fee based on contingency. Similarly, County shall have the right to cause Lessor to undertake an audit of the books and records of the property manager for the Project in accordance with the provisions of the agreement entered into between Lessor and such property manager. If no such provisions exist, then County shall determine the method of the audit, which shall be conducted in accordance with generally accepted accounting principles. Costs incurred by Lessor in connection with any such audit shall be shared equally between Lessor and County. In the event County does not avail itself of its right to audit hereunder, the then preceding fiscal year shall be deemed conclusively accepted and not subject to further review.

7. Assignment and Assumption of Lessor's Master Leasehold Interest (County's Option to Purchase Building and Improvements and Assume Master Lease)

7.1 Grant of Option. Lessor hereby grants County an option to purchase the Building and Improvements and acquire and assume Lessor's interest as the lessee under the Master Lease ("**Purchase Option**"). Lessor represents and warrants that it will be the owner of the Building

and Improvements to be constructed on the Land. In addition, Lessor represents that it is the lessee under the Master Lease. The Master Lease, in draft form, is attached hereto as **Exhibit "I."**

County shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to (a) purchase Lessor's right, title, and interest in and to the Building and Improvements, at the price, herein called the **"Option Price,"** as set forth in **Exhibit "J"** attached hereto and incorporated herein by reference, and (b) assume the Master Lease (which Lessor shall assign to County). County may exercise its option to purchase the Building and Improvements and assume the Master Lease by giving notice thereof to Lessor not later than three hundred sixty-five (365) days prior to the date on which it desires to purchase the Building and Improvements, herein called the **"Purchase Date,"** based upon the price and conditions on the schedule set forth in **Exhibit "J"** and incorporated herein by reference. The Purchase Date shall be the date upon which escrow is closed and a Bill of Sale, Deed and Assignment and Assumption of Lease are all recorded.

In the event County exercises the Purchase Option prior to or at the end of the Lease Term, the County shall open escrow to purchase the Building and Improvements and Lessor's leasehold interest in the Land for the purchase price set forth in **Exhibit "J"**.

7.2 Option Escrow. In the event County exercises the Purchase Option,

(a) County shall open an escrow and shall commence and proceed diligently to close escrow in a timely and reasonable manner based upon similar purchase transactions of comparable buildings in the area;

(b) County shall be responsible for all costs in connection with the sale and transfer of the Building, Improvements, and Lessor's leasehold interest in the Land, including without limitation, the cost of a CLTA policy in favor of County, insuring County's interest in and title to the Building, Improvements, and Lessor's leasehold interest in the Land; and

(c) The escrow holder will be instructed to retire any debt then remaining out of Lessor's proceeds. If Lessor's proceeds are insufficient to retire said debt, Lessor shall deposit funds into escrow sufficient to retire said debt. County will pay any pre-payment penalties which may be due lender. Any such pre-payment penalties shall not reduce nor diminish Lessor's proceeds. At the close

of escrow, this Lease shall terminate, and Lessor and County shall mutually execute and record, and provide Master Lessor and the BIA with a copy of, appropriate termination documentation.

7.3 Master Lease Provisions. Reference is made to the provisions of the Master Lease, to which this Lease is subject, pertaining to the assignment and assumption of the Master Lease by the County.

8. Compliance Requirements.

8.1 Compliance With Applicable Requirements. Lessor warrants that upon the Commencement Date, the Leased Premises shall comply with all applicable local, state, federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the Commencement Date of this Lease. If the Leased Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the Lease Term, unless same is the result of the use to which County puts the Leased Premises, the construction of an addition to or an alteration of the Leased Premises, the remediation of any Hazardous Materials as hereinafter defined, or the reinforcement or other physical modification of the Leased Premises, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense, subject to County reimbursement as an Operating Cost.

8.2 California Environmental Quality Act. Lessor warrants, on the Substantial Completion Date, the Leased Premises will have been developed in full compliance with all pertinent California Environmental Quality Act ("**CEQA**") requirements for new construction in the jurisdiction. This Lease is contingent on Lessor obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. This Lease is not deemed to be an approval pursuant to CEQA for any specific development or project and does not commit any public agency, including the City of Palm Springs, to a definite course of action regarding the Project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to full CEQA compliance. Further, Lessor shall indemnify, defend, and hold harmless County, its agencies, districts, special districts, divisions, and departments, their

respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, from any liability whatsoever, based upon, arising out of, or in any way related to any claim, challenge, complaint, or action challenging the legality of such CEQA compliance related to any of the proposed uses of the Leased Premises.

8.3 Americans with Disabilities Act. Lessor warrants and represents the Leased Premises shall, upon Substantial Completion, be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and Title 24 of the California Code of Regulations, as amended from time to time, and regulations issued pursuant thereto and in effect from time to time as of the Commencement Date. Subject to reimbursement as an Operating Cost, Lessor will pay all costs incurred to cause the Leased Premises to comply with the Act throughout the Lease Term.

8.4 Asbestos and Lead Based Paint. Lessor warrants and represents the Leased Premises shall be constructed free of hazard from asbestos and lead based paint.

8.5 Hazardous Materials. It is the intent of the Parties to construe the term "Hazardous Materials" in its broadest sense. "Hazardous Materials" shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Leased Premises; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability to any governmental agency or third party under any applicable statute or common law theory.

Lessor acknowledges that County's use may from time to time require the presence of Hazardous Materials at the Leased Premises. County agrees that all such Hazardous Materials located in, at, or on the Leased Premises shall be used, stored, handled, treated, transported, and disposed of in compliance with all applicable laws.

Lessor warrants and represents to County that Lessor has not used, discharged, dumped, spilled or stored any Hazardous Materials on or about the Leased Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Leased Premises. If any claim is ever made against County relating to Hazardous Materials present at or around the Leased Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Materials are hereafter

discovered at the Leased Premises (unless introduced by County, its agents or employees), all costs of removal incurred by, all liability imposed upon, or damages suffered by County because of the same shall be borne by Lessor, and Lessor hereby indemnifies and agrees to be responsible for and defend and hold County harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity.

The County and Lessor shall indemnify the United States and the Indian landowners (Master Lessor) against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Master Lease Property, including the subleased Leased Premises under this Lease, that occurs during the term of this Lease (and, if longer, the Master Lease term), regardless of fault, with the exception that the County and Lessor are not required to indemnify Master Lessor for liability or cost arising from Master Lessor's negligence or willful misconduct.

8.6 Sick Building Syndrome. Lessor warrants and represents that as of the Commencement Date, the Leased Premises shall be constructed, operated, and maintained to reduce the occurrence of certain hazards, including, but not limited to: spores, fungus, molds, bacteria, chemicals or fumes or other causes of any hazardous micro-environments, sometimes known as "Sick Building Syndrome," emanating from or within the Leased Premises that may potentially cause discomfort, bodily injury, sickness or death. Should it be determined that remediation is necessary based on a report by a trained investigator, Lessor will promptly contract with a qualified and experienced company to safely remove the micro-environments using remediation guidelines recommended or required by the appropriate governmental agency. Following the Substantial Completion Date, any cost incurred to cause the Leased Premises to be free of such hazard shall be paid by Lessor, subject to County reimbursement as an Operating Cost.

8.7 Waste Water. Lessor shall be responsible for compliance of the Leased Premises with all federal, state or local laws, regulations or permits pertaining to storm water pollution prevention plans ("SWPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental

Protection Agency. Parking lot sweeping shall be done as required by NPDES rules or as needed, at least two times per year, once prior to the rainy season.

9. Custodial Services.

9.1 Custodial Services. Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with the Leased Premises and such services shall be provided as set forth in the attached **Exhibit "E"** and incorporated herein by reference. County shall reimburse Lessor for custodial services as an Operating Cost, as set forth in **Section 6.1**. The custodial services provider will perform background checks, through LiveScan or in the manner specified by County, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of \$10,000.00, and proof of such insurance, as supplied by Lessor, shall be furnished to County prior to occupancy of Leased Premises by County. In addition to bonding as required herein, Lessor 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 Leased Premises location, and provide same to County. Lessor to provide a day porter during business hours.

9.2 County's Right to Provide Custodial Service and Deduct Cost. If County provides verbal notice by telephone and followed up by e-mail notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in **Section 9.1** and **Exhibit "E"** and Lessor fails to provide such action as required by the terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of a custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required work within this forty-eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease. For purposes of this Section, notice given by e-mail shall be deemed sufficient. Additionally, any notice provided by County to Lessor under this Section shall also be delivered to Lessor's property manager, provided County has been provided the contact information therefor. Notwithstanding anything contained in this **Section 9** to the contrary,

under no circumstances will a Lessor failure to provide janitorial services as set forth in this Section be deemed a material default.

10. Utilities.

10.1 Utility Services. Lessor warrants and represents to County that, as of the Substantial Completion Date, that sufficient utility service to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County's requirements exists or is available for use by County within the Leased Premises.

10.2 Payment. County shall pay for all telecommunications, natural gas, electrical services, water and sewer within the leased office space which will be used by County in connection with the Leased Premises. Lessor shall provide, or cause to be provided, and pay for all other utility services, including, but not limited to, landscape water and refuse collection, as may be required in the maintenance, operation and use of the Leased Premises, all subject to County reimbursement as an Operating Cost.

11. Repairs and Maintenance.

11.1 Lessor's Repair and Maintenance Obligations. Lessor shall, at Lessor's expense, subject to reimbursement by County as an Operating Cost as set forth in Section 6.1 and any County-Procured Services, in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the Lease Term, in accordance with Exhibit "F" General Construction Specifications for Leased Facilities, and all Working Drawings, plans and specifications for the Leased Premises, (a) the structural portions of the Leased Premises (understood to include the roof, foundation and load bearing walls); (b) the nonstructural portions of the Leased Premises (understood to include the roof covering and membrane) including but not limited to all improvements, alterations, fixtures, but excluding furnishings; (c) all systems and equipment, including but not limited to, Base Building Systems that serve the Leased Premises; and (d) the exterior portions of the Leased Premises, and the Land, including, but not limited to, landscaping, driveways, sidewalks, lighting and parking facilities servicing the Leased Premises. It is the intent of this paragraph that Lessor performs any and all building repairs, replacements and maintenance. Lessor agrees to make all repairs to or alterations of the Leased Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof by Lessor.

11.2 Lessor's Default. Repairs shall be made to keep the applicable portion of the Leased Premises and other items in the Leased Premises in good condition and repair. Lessor understands certain response time is required to ensure County operations continue with minimal interruption to ensure the safety of employees and delivery of services. Lessor shall commence repairs within eight (8) hours from written notice on such items including: electrical power, HVAC operations, water leakage, and certain essential daily custodial services (unless the responsibility for same is taken over by County pursuant to Section 9.2). Lessor shall not be in default of its repair and maintenance obligations under this Section 11 if Lessor commences the repairs and maintenance within eight (8) hours of the aforementioned areas and twenty-one (21) days for all others after written notice by County to Lessor of the need for such repairs and maintenance. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 11 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

11.3 County's Right to Make Repairs and Deduct Cost. If County provides notice by telephone and followed up by email to Lessor of an event or circumstance that requires Lessor's action with respect to the replacement, repair or maintenance to the Leased Premises or Base Building Systems serving the Leased Premises as set forth in Section 11.1 and Lessor fails to provide such action as required by the terms of this Lease within the period specified in Section 11.2, County may (but shall not be obligated to) take the required action if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required repair or maintenance within one (1) business day after the written notice; and (2) Lessor fails to begin the required work within the one (1) business day period.

11.3.1 Lessor grants to County a license, effective during the Lease Term, to enter upon those portions of the Leased Premises for County to reasonably take such action.

11.3.2 If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of County's reasonable costs and expenses in taking such action, plus interest at six percent (6%) per annum from the date these costs are incurred until the date of Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or termination of this Lease. Notwithstanding the foregoing, nothing in this Section shall otherwise change the burden of an expense from one party to another.

11.3.3 If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct each month from one half of the Rent payable by County under this Lease for that month the amount set forth in the invoice, plus interest at the interest rate described above from the date these costs are incurred until the date of County's Rent offset, until County is fully reimbursed.

11.4 Emergency Repairs.

11.4.1 An "Emergency Repair Situation" is defined as the existence of any condition that requires prompt repair, replacement or service to minimize the impact of an event or situation which affects County's ability to conduct business in a neat, clean, safe or functional environment.

11.4.2 If County notifies Lessor of an Emergency Repair Situation which occurs in or about the Leased Premises which is Lessor's responsibility to repair or maintain, then Lessor shall commence appropriate repairs or maintenance immediately after notice of the condition is given by County, which notice may be via telephone, facsimile, personal contact or any other means, and Lessor shall thereafter diligently pursue to completion said repairs or maintenance.

11.4.3 If Lessor fails to commence repairs within twenty-four (24) hours of the aforementioned notice, or if County is unable to contact Lessor or any designated agent within a reasonable time based upon the seriousness of the event or situation, County may, but shall not be so obligated to, cause said repairs or replacements to be made or such maintenance to be performed. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease.

11.5 Periodic Services. Lessor shall provide, or cause to be provided, and pay for, subject to County reimbursement as an Operating Cost, the following Periodic Services. "Periodic Services" shall mean and refer to interior painting of common areas every three years, if so requested by County; monthly 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/replacement; and the cleaning of roof gutters, drains, and down spouts prior to rainy season.

12. Alterations and Improvements.

12.1 Improvements by Lessor.

12.1.1 Lessor recognizes and understands that any improvements requested by County to be completed by Lessor during the Lease Term shall be undertaken according to the Leasehold Improvement Agreement, and Exhibit "F", General Construction Specifications for Leased Facilities.

12.1.2. Lessor shall require that its contractor ("**Contractor**") shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

12.1.2.1 Lessor shall require that Contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

12.1.2.2 Lessor shall require that Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates at which Lessor will post at the job site. All prevailing wages shall be obtained by Lessor/Contractor from:

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

12.1.2.3 Lessor shall require that Contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

12.1.2.4 Lessor shall require that Contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

12.1.2.5 Prior to commencement of work, Lessor shall require that Contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

12.1.3 Lessor shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing County with any requested County

improvements. If such County improvements specifically cause ADA or other building and/or site improvements to be made, the cost for these improvements shall be paid for by County.

12.1.4 If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Leased Premises or any part thereof as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Leased Premises, Lessor, subject to reimbursement as an Operating Cost, will undertake all necessary alterations and repairs required to bring the Leased Premises into full and exact compliance. Lessor shall not be entitled to said reimbursement if the work required pursuant to this subsection in any way arises from or is related to Lessor's negligence, willful misconduct, or failure to comply with the terms and conditions of this Lease.

12.1.5 Lessor shall cause all County improvements on the Leased Premises to be lien free, completed at County's cost in a workmanlike manner and in compliance with all applicable law.

12.1.6 County agrees when requested by Lessor to execute and deliver any applications, consents or other instruments required to permit Lessor to complete such County improvements or to obtain permits for the work.

12.1.7 Post occupancy Lessee improvements requested by County and completed by Lessor shall be reimbursed by County at Lessor's cost plus 10%. Lessor's invoices for such improvements shall be itemized according to material, sales tax, labor and Lessor's 10% overhead handling charge.

12.1.8 Due to County fiscal year funding and accounting practices, any costs due to Lessor for reimbursement of such post-occupancy Lessee improvements during the Term must be invoiced and received by County prior to May 1st of each fiscal year in which services to County were provided to ensure payment.

12.2 Improvements by County.

12.2.1 Any alterations, improvements, or installation of fixtures to be undertaken by County at the Leased Premises shall require Lessor's prior written consent, which shall not be unreasonably withheld, conditioned nor delayed. County shall complete all alterations, improvements and installation of fixtures at the Leased Premises at its sole cost and expense, lien free, and in compliance with all applicable law and the Master Lease.

12.2.2 All non-permanent alterations and improvements made, and fixtures installed by County at the Leased Premises shall remain County property and may be removed by County at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Leased Premises beyond normal wear and tear.

12.3 Communications Equipment. County 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 Leased Premises as County deems reasonably necessary or desirable, provided County shall obtain Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, nor delayed. County shall repair any damage incurred in the removal or installation of any such satellite dishes, links or antennas. Notwithstanding the foregoing, County shall utilize the services of licensed personnel including a roofer, so as to minimize any risk of building warranties loss, such as the roof warranty.

13. Assignment/Transfer, Sub-Sublease and Encumbrance of this Lease.

13.1 Assignment of Lease. Except as otherwise specifically provided herein, County shall have the right, without Lessor's consent, to assign this Lease to any parent, subsidiary, affiliate or authorized agent of County. In the event of an assignment, County shall provide Lessor, Master Lessor, and BIA with notification thereof within 30 days of the transfer. County shall not be released from its obligations hereunder by way of any assignment.

Further, this Lease may not be assigned without the written consent of Master Lessor and with written approval of the BIA, which shall not be unreasonably withheld, and meeting any additional consent or approval requirements of 25 CFR §162.454. In addition, Lessor must obtain the written consent of mortgagees or sureties, and Lessor must be in full compliance (i.e., no violations or default) under the Master Lease.

If Lessee is: (i) a partnership, then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, of or by the partner or partners owning fifty percent (50%) or more in voting interests of the partnership, or the dissolution of the partnership without reconstitution, shall be deemed an assignment of this Lease; (ii) a limited liability company (excepting publicly traded limited liability companies), then a withdrawal, transfer or change in control, voluntarily or by operation of law, in one transaction or over multiple transactions, of or by the member or members owning fifty percent (50%) or more in voting interests of the limited liability company, or the dissolution of the limited liability company,

shall be deemed an assignment of this Lease; (iii) a corporation (excepting publicly traded corporations), then any dissolution, merger, or consolidation of the corporation, or any sale, conveyance or other transfer of fifty percent (50%) or more of the voting stock of the corporation, or the sale or other transfer of fifty percent (50%) or more of the value of the assets of the corporation, in one transaction or over multiple transactions, shall be deemed an assignment of this Lease; or (iv) a trust or other entity, then any change in control of such entity shall be deemed an assignment of this Lease. The County shall be obligated to notify Lessor and the BIA in writing of any such change in voting interests, voting stock or control, as the case may be.

13.2. Sub-Sublease. Except as otherwise specifically provided herein, County shall have the right, without Lessor's consent, to sublease the Leased Premises to any subsidiary, affiliate or authorized agent of County. In the event of a sub-lease, County shall provide Lessor, Master Lessor, and BIA with notification thereof within 30 days of the sub-lease.

Any sublease of this Lease (i.e., a sub-sublease under the Master Lease) shall require the written consent of Lessor and written approval of the BIA, which shall not be unreasonably withheld, if the subleased premises comprise more than 50% of the square footage of the Building.

13.3. Encumbrance of Lease. Subject to the BIA's written approval, County shall have the right to encumber its leasehold interest in any manner it deems appropriate. Any encumbrance of all or any portion of this Lease shall require the BIA's prior written approval.

14. Insurance and Indemnification

14.1 Insurance. Without limiting or diminishing Lessor's obligation to indemnify and hold County harmless, Lessor shall procure and maintain or cause to be maintained, at its sole cost and expense but subject to reimbursement as an Operating Cost, the following insurance coverages during the Lease Term. As respects to the insurance section only, County herein refers to 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.

14.1.1 Property Insurance. From and after the Substantial Completion Date, Lessor shall maintain, or cause to be maintained, Cause of Loss Special Form (a/k/a All-Risk) property insurance coverage ("**Property Insurance**") in an amount equal to the full replacement value of the Leased Premises (including, but not limited to, any building glass, and machinery). Lessor shall maintain, or cause to be maintained insurance coverage for rental interruption

for a period not less than one (1) year, earthquake, flood and/or wind damage. The foregoing policy shall be primary, and the proceeds of same shall be used for the repair and/or reconstruction of the Leased Premises.

14.1.2 Workers' Compensation. If Lessor has employees as defined by the State of California they shall procure and maintain Workers' Compensation Insurance, in full compliance with the workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Master Lease Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of County.

14.1.3 Commercial General Liability. Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damage for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from County's use of the Leased Premises or the performance of its obligations hereunder, whether such use or performance be by County, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Leased Premises in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Lease and the obligations of County hereunder. Such insurance shall provide for limits of not less than One Million Dollars (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than three (3) times the occurrence limit.

14.1.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than three (3) times the occurrence limit. Policy shall name County as Additional Insureds.

14.1.5 General Insurance Provisions – All lines:

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by County Risk Manager. If 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) Reserved.

(c) Lessor shall cause Lessor's insurance carrier(s) to furnish the County with a properly executed Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice be given to County prior to any material modification or cancellation, expiration or reduction in coverage of such insurance. If Lessor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Lessor shall cause Lessor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

(d) In the event of a material modification, cancellation, expiration, or reduction in coverage, Lessor shall immediately notify County and BIA in writing of such modification, cancellation, expiration, or reduction in coverage, and shall have thirty (30) days from the date of said modification, cancellation, expiration, or reduction in coverage to cure the deficiency associated with the insurance coverage, unless the County received, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverages set forth herein and the insurance required herein is in full force and effect. County shall not commence operations until County has been furnished Certificate(s) of Insurance and copies of endorsements. An Individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(e) It is understood and agreed to by the parties hereto that Lessor's insurance shall be construed as primary insurance, and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) County reserves the right to require that Lessor adjust the monetary limits of insurance coverage as required in this Paragraph 14 herein every fifth (5th) year during the term of this Lease or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Leased

Premises; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

(g) Lessor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

(h) Lessor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

(i) All insurance policies held under this Lease or otherwise on the Leased Premises or any portion thereof shall name the Master Lessor and the United States Department of the Interior, Bureau of Indian Affairs – Palm Springs Agency as additional insureds. Unless stricter requirements are imposed under this Lease, insurance policies shall be furnished by such responsible companies as are rated A Class V or better in the current edition of Best's Insurance Guide and licensed to do business in California, unless otherwise approved by the BIA. A current certificate of insurance or copy of said policy and all renewals shall be furnished to the Bureau of Indian Affairs, Palm Springs Agency. The County and/or Lessor shall notify the BIA without delay if either becomes aware of any occurrence which might precipitate the filing of a claim by or against the insured. The insurance policy or an endorsement shall provide for not less than thirty (30) days' advance written notice to the BIA in the event of cancellation or non-renewal or a material reduction in coverage. A current certificate of insurance or copy of said policy and all renewals shall be furnished to the Bureau of Indian Affairs, Palm Springs Agency and shall make reference to "Lease No. PSL-510."

Neither Master Lessor nor the United States nor their officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the County, Lessor, sub-sublessees, invitees, or any other person whomsoever, caused by any use or condition of the Master Lease Property or the Leased Premises subleased under this Lease, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on or about the Master Lease Property or the Leased Premises subleased under this Lease, or from any other cause whatsoever, except to the extent it is directly caused by Master Lessor's negligence or willful misconduct.

14.2 Indemnification.

14.2.1 Except as otherwise provided herein, County represents that it has inspected the Leased Premises, accepts the condition and fully assumes any and all risks incidental to

the use thereof. County shall not be liable to Lessor, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Leased Premises unknown to County, its officers, agents or employees.

14.2.2 Lessor shall indemnify and hold harmless County, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessor, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Leased Premises, and Lessor, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. County shall indemnify, hold harmless and defend Lessor, BIA and Master Lessor from and against any and all claims, actions, demands, expenses and liability whatsoever, including reasonable attorneys' fees, on account of any such real or claimed damage or liability and from all liens, claims, demands, expenses and liability whatsoever arising out of the negligence or willful misconduct of County and/or any of County's employees, agents, representatives and/or contractors.

14.2.3 With respect to any action or claim subject to indemnification herein by Lessor, Lessor shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessor's indemnification to Indemnitees as set forth herein.

14.2.4 Lessor's obligation hereunder shall be satisfied when Lessor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

14.2.5 The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14.3 Indemnification of Master Lessor and BIA. The County and Lessor shall hold the United States and the Indian landowners (Master Lessor) harmless from any loss, liability, or damages resulting from the use or occupation of the Master Lease Property, including the subleased Leased Premises under this Lease. All provisions of this Lease pursuant to which Lessor or the County provides indemnification are hereby supplemented to add Master Lessor, the BIA and the United States and their officers, agents and employees as additional indemnitees. Further, all provisions of this Lease which contain, or are interpreted to contain, any waiver by the County or Lessor, or any exculpation of Lessor by the County or of the County by Lessor shall similarly inure to the benefit of the Master Lessor, the BIA and the United States.

15. Damage and Destruction.

15.1 Repair of Damage. County agrees to notify Lessor in writing promptly of any damage to the Leased Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (“**Casualty**”). If the Leased Premises are damaged by a Casualty, Lessor shall promptly and diligently restore Leased Premises, the improvements originally constructed by Lessor pursuant to the Leasehold Improvement Agreement (the “**County Improvements**”), Base Building Systems, and County’s parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. Lessor shall utilize the insurance proceeds carried therefor. If County requests that Lessor make any modifications to the County Improvements in connection with the rebuilding, Lessor may condition its consent to those modifications on: (a) confirmation by Lessor’s contractor that the modifications shall not increase the time or cost needed to complete the County Improvements; and, if applicable, and (b) an agreement by County that the additional construction period shall not extend the Abatement Period (as defined below).

15.2 Repair Period Notice. Lessor shall, within thirty (30) days after the date of the Casualty, provide written notice to County 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 Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed Contractor not affiliated with Lessor, certifying the Contractor’s opinion about the anticipated period for repairing the Casualty.

15.3 Rent Abatement Due to Casualty. Lessor and County agree that County’s Rent, but not Operating Costs, shall be fully abated during the period beginning on the date on which

County ceases to occupy the Leased Premises and ending on the date of substantial completion of Lessor's restoration obligations as provided in this Section 15 ("**Abatement Period**"). If, however, County is able to occupy and does occupy a portion of the Leased Premises, Rent and Operating Costs shall be equitably abated during the Abatement Period only for the portion of the Leased Premises not occupied by County. Notwithstanding the foregoing, subject to reimbursement as an Operating Cost, loss of rent insurance will be obtained.

15.4 Waiver of Statutory Provisions. The provisions of this Lease, including those in this Section 15 constitute an express agreement between Lessor and County that applies in the event of any Casualty to the Leased Premises. Lessor and County, therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including California Civil Code Sections 1932(2) and 1933(4).

15.5 Master Lease. Reference is further made to the Master Lease provisions regarding damage and reconstruction.

16. Eminent Domain.

16.1 Total Condemnation. If all of the Leased Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.

16.2 Partial Condemnation. If any portion of the Leased 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 Leased Premises unusable for County's business, as determined in the sole discretion of the County, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent and payment for Operating Costs will be abated to the date of termination. If the partial condemnation does not render the Leased Premises unusable for the business of County, as determined in the sole discretion of the County, and less than a substantial portion of the Leased Premises is condemned, Lessor must promptly restore the Leased Premises to the extent of any condemnation proceeds recovered by Lessor, excluding the portion lost in the condemnation, and this Lease will continue in full force, except that after the date of the title vesting, the Rent will be adjusted, as reasonably determined by Lessor and County.

16.3 Award. If the Leased Premises are wholly or partially condemned, Lessor will be entitled to the entire award paid for the condemnation, and County waives any claim to any part of the award from Lessor or the condemning authority. County, however, will have the right to recover from the condemning authority any compensation that may be separately awarded to County in connection with costs in removing County's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location.

16.4 Temporary Condemnation. In the event that a temporary condemnation renders the Leased Premises temporarily unusable for County's business, as determined in the sole discretion of the County, this Lease will remain in effect, County will not pay Rent and Operating Costs, and County will receive any award made for the condemnation. In the event that a temporary condemnation does not render the Leased Premises unusable for the business of County, as determined in the sole discretion of the County, County will pay Rent, and County will receive any award made for the condemnation. If a temporary condemnation remains in effect at the expiration or earlier termination of this Lease, County will pay cost of performing any obligations required of County with respect to the surrender of the Leased Premises. If a temporary condemnation is for a period that extends beyond the Term, this Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 16.3.

16.5 Master Lease. Reference is further made to the Master Lease provisions regarding eminent domain.

17. Estoppel Certificates; Subordination, Non-Disturbance, and Attornment.

17.1 Estoppel Certificates. Within twenty (20) business days after receipt of a written request by either Party (i.e., County or Lessor), the other Party (Lessor or County) shall execute and deliver to the requesting Party an Estoppel Certificate, in substantially the form of the attached Exhibit "G", indicating in the certificate any exceptions to the statements in the certificate that may exist at that time.

17.2 Subordination, Non-Disturbance, and Attornment Agreement. To carry out the purposes of Sections 17.2.1 and 17.2.3, the Parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement in the form set forth in the attached Exhibit "H" (the "SNDA").

17.2.1 Subordination. County agrees that within forty-five (45) days after Lessor's written request, it shall execute the SNDA that Lessor reasonably considers necessary to

evidence or confirm the subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or other encumbrance of the Leased Premises or any renewal, extension, modification, replacement thereof, provided, however, that such SNDA shall be strictly limited to matters contained in the agreement referred to in Section 17.2 and no such SNDA shall materially increase any of County's obligations or materially decrease any of County's rights under this Lease, nor shall the possession of County be disturbed, by reason of any foreclosure, sale or other action under any such trust deed, mortgage or other encumbrance.

17.2.2 Attornment. If Lessor's interest in the Leased Premises passes to a successor, and provided County has received the SNDA referred to in Section 17.2, County shall, within forty-five (45) business days after Lessor's transferee's request, execute the SNDA referred to in Section 17.2, thereby agreeing to attorn and to recognize the transferee as Lessor under this Lease; provided the transfer of Lessor's interest in the Leased Premises was by sale, lease, foreclosure, deed in lieu of foreclosure, or exercise of any remedy provided in any encumbrance or operation of law.

18. Default

18.1 County's Default. The occurrence of either of the following shall constitute a default by County pursuant to this Lease: (i) County's failure to pay rent when due under this Lease, where such failure continues for thirty (30) days after notice that such payment is due; and (ii) County's failure to observe or perform any covenant, term or condition of this Lease (other than the payment of rent) where such failure continues for thirty (30) days after notice thereof from Lessor to County; provided that if such failure is capable of being cured, but cannot reasonably be cured within such thirty (30) day period, County shall not be in default hereunder so long as County commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

18.1.1 In the event of any default by County pursuant to Section 18.1 above, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate option to terminate this Lease and all rights of County hereunder by giving written notice of such intention to terminate. In the event that Lessor shall elect so to terminate this Lease, then Lessor may recover from County:

(i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss County proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that County proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by County's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The term "rent" as used in Section 18.1 shall be deemed to mean Rent only. As used in Section 18.1.1 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

18.1.2 In the event of any default by County pursuant to this Section above and County's abandonment of the Leased Premises, Lessor shall also have the right to reenter the Leased Premises and remove all persons and property therefrom by summary proceedings or otherwise; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of County or disposed of in a reasonable manner by Lessor.

18.1.3 In the event Lessor shall elect to reenter as provided in Section 18.1.2 above, or shall take possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Lessor does not elect to terminate this Lease, then Lessor may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its reasonable discretion may deem advisable. In the event that Lessor shall elect to relet, then rentals received by Lessor from such reletting shall be applied to the payment of any indebtedness owed by County to Lessor and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and

expenses reasonably incurred by Lessor in such reletting. No reentry or taking possession of the Leased Premises by Lessor pursuant to this Section 18, shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Lessor to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Lessor may at any time after such reletting elect to terminate this Lease for any such default by Lessee.

18.1.4 All rights, options and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

18.2 Lessor's Default. Except as provided to the contrary in this Lease, Lessor's failure to perform any of its obligations under this Lease shall constitute a default by Lessor under the Lease if the failure continues for thirty (30) days after written notice of the failure from County to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform shall constitute a default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete this cure as soon as reasonably possible.

18.3 County's Right to Cure Lessor's Default and Deduct Cost. Except as provided to the contrary in this Lease, if County provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the period specified, County may take the required action if: (a) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period.

18.4 Rent Setoff. If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct each month from one half (1/2) of Rent payable by County under this Lease for that month the amount set forth in the invoice, including reasonable transaction costs and reasonable attorneys' fees, plus interest from the date these costs are incurred until the date of County's Rent setoff, until County is fully reimbursed.

19. Lessor's Representations and Warranties. Lessor represents and warrants to County that:

19.1 Title. County's leasehold interest in the Leased Premises is free and clear of restrictions which would restrict County's rights under this Lease.

19.2 Certificate of Authority. Lessor covenants that 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 Lease is duly authorized and empowered to act for and on behalf of Lessor. Lessor shall furnish County prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

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

19.4 Easements. Lessor shall not (a) create, modify or terminate any ingress or egress to or from the Leased Premises, or (b) create any easements in the Leased Premises that would materially, adversely affect County's occupancy or use of the Leased Premises, in each case, without County's prior written approval, which shall not be unreasonably withheld. Lessor shall subdivide, parcel and create a separate parcel on which the Leased Premises are located, and County shall reasonably cooperate with Lessor's implementation of such plans, including, without limitation, execution of commercially reasonable reciprocal easement agreements. Lessor agrees to allocate a minimum of approximately 175 parking spaces to the Leased Premises, and provide reciprocal parking rights to the adjacent parcel over which Lessor has rights. Prior to finalizing the parcel map with the local jurisdiction, Lessor shall provide the parcel map for County's review and approval. After review and approval of the local jurisdiction of the parcel map, Lessor shall provide the approved parcel map to County within one (1) year of said approval. The foregoing time shall be extended for a reasonable time so long as Lessor is diligently processing the parcel map to completion.

20. Miscellaneous.

20.1 Quiet Enjoyment. Lessor covenants that County shall at all times during the Lease Term peaceably and quietly have, hold and enjoy the use of the Leased Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Lease. Lessor covenants for itself and anyone deriving title from or holding title under Lessor that

County's access, ingress, loading and unloading and sufficient parking for County's business shall not unreasonably be obstructed nor shall the daily business of County be disrupted as a result of such alterations, renovations and improvements.

20.2 Non-Waiver. No waiver of any provision of this 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 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.

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

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

20.5 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 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.

20.6 Attorneys' Fees. In the event of any litigation or arbitration between Lessor and County to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration. The Party who is responsible for paying the other Party's attorneys' fees pursuant to this Section 20.6 shall also be responsible for paying Master Lessor's reasonable attorneys' fees if Master Lessor is also involved in such litigation or arbitration (except, with respect to the Master Lessor and Lessor, that Master Lessor is specifically responsible for Lessor's fees under the provisions of the Master Lease).

20.7 County's Representative. County hereby appoints the individual(s) charged with oversight and management of real property matters for the County of Riverside as its authorized representative to administer this Lease.

20.8 Agent for Service of Process. It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without

event, Lessor shall file with County's Assistant County Executive Officer/ECD, 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 Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessor. 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, Lessor may be personally served with such process out of this county and that such service shall constitute valid service upon Lessor. It is further expressly understood and agreed that Lessor 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.

20.9 Entire Agreement. This Lease, including all exhibits attached hereto, 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, including that certain Medical Office Building Sublease Under PSL-510 approved by the Riverside County Board of Supervisors on November 19, 2019. This Lease may be changed or modified only upon the written consent of the Parties hereto and in compliance with the Master Lease (which requires Master Lessor consent and BIA approval).

20.10 Interpretation. The Parties hereto have negotiated this 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 County solely because it prepared this Lease in its executed form.

20.11 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 Lease.

20.12 Recording. Either Lessor or County shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto. This Lease shall not be recorded.

20.13 Consent. Unless otherwise expressly stated herein, whenever Lessor's or County's consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.

20.14 Title. Lessor covenants that, upon closing escrow as set forth in Section 7 of this Lease, Lessor will be well seized of and will have good title to the Building and Improvements along with good title to Lessor's leasehold interest in the Land, all as set forth hereinabove, and Lessor does warrant title thereto and will defend and indemnify County against any damage and expense which County may suffer by reason of Lessor's breach of the foregoing covenant and warranty. Notwithstanding the foregoing, Lessor shall be in a secondary indemnification position behind the title insurance company as a relates to any title matter.

20.15 Conveyance by Lessor. Should Lessor convey the Leased Premises, all rights and obligations inuring to Lessor by virtue of this 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. Any assignment of this Lease shall be subject to the provisions of the Master Lease, which requires the consent of the Master Lessor and BIA approval.

20.16 Mechanic's Liens. If any mechanic's or materialmen's lien or liens shall be filed against the Leased Premises for work done or materials furnished to a Party, that Party shall, at its own cost and expense, 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 Lessor for work done on the Leased Premises, Lessor shall immediately forward a copy of such notice to County. Reference is further made to the provisions of the Master Lease regarding liens.

20.17 Notice. Except as expressly provided elsewhere in this Lease, all notices and other communication required under this 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 20.17 herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

County's Notification Address:

County of Riverside
Economic Development Agency – Real Estate Division
3403 Tenth St., Suite 400
Riverside, California 92501
Attention: Deputy Director of Real Estate

Lessor's Notification Address:

Sunquitz EMC, LLC, or its assignee
c/o The Boureston Companies
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626
Attention: Rich Boureston

With a copy to:

Richard S. Gordon, Esq.
10655 Park Run Drive Suite 160
Las Vegas, NV 89144

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

20.19 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including rain, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein, "**Force Majeure Delay(s)**"), then performance of such act shall be excused for the period of such Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 20.19 shall not apply to nor operate to excuse County from the payment of Rent, Operating Costs, or any other payments strictly in accordance with the terms of this Lease.

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

20.21 Separate Writing and Exhibits. Any exhibits or writings referenced herein this Lease shall constitute a part of this Lease and are incorporated into this Lease by this reference. If any inconsistency exists or arises between a provision of this Lease and a provision of any exhibit, the provisions of this Lease shall control, except as expressly set forth in this Lease.

20.22 Additional Provisions.

20.22.1 The obligations of the County and Lessor and its sureties to the Indian landowners (Master Lessor) are also enforceable by the United States, so long as the land remains in trust or restricted status.

20.22.2 If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the County or Lessor will contact the Bureau of Indian Affairs and the Agua Caliente Band of Cahuilla Indians to determine how to proceed and appropriate disposition.

20.22.3 The Bureau of Indian Affairs has the right, at any reasonable time during the term of this Lease (and, if longer, the Master Lease term) and upon reasonable notice, in accordance with 25 CFR §162.464, to enter the Master Lease Property, including the subleased Leased Premises under this Lease, for inspection and to ensure compliance.

20.22.4 The Bureau of Indian Affairs may, at its discretion, treat as a Master Lease violation any failure by the County or Lessor to cooperate with a Bureau of Indian Affairs request to make appropriate records, reports, or information available for the Bureau of Indian Affairs inspection and duplication.

20.22.5 The Bureau of Indian Affairs may treat any provision of the Master Lease or this Lease that violates Federal law as a violation of the Master Lease (25 CFR § 162.413(e)).

20.23 Amendment. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination of abandonment is sought to be enforced. No modification or amendment of this Lease shall be valid without the Master Lessor's written consent and the written approval of the BIA, as specified in the Master Lease, and any mortgagee.

20.24 Headings. The Table of Contents, Article, Section and Paragraph headings in this Lease are inserted herein only for convenience and are no way to be construed as part of this Lease, or as indicative of the meaning of the provisions of this Lease or the intention of the Parties, or as a limitation in the scope of the particular provisions to which they refer.

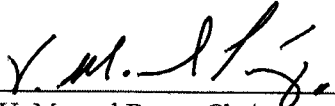
20.25 Master Lease Governing Law. Reference is made to the Master Lease, to which this Lease is subject, and which according to its terms shall be governed exclusively by the provisions hereof and by the laws of the United States and, to the extent applicable, California law and/or Tribal law.

20.26. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

[signatures on following page]

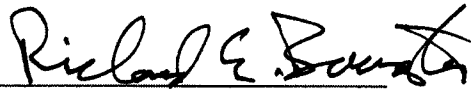
COUNTY:

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

By: 
V. Manuel Perez, Chairman
Board of Supervisors

LESSOR:

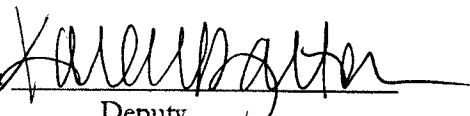
Sunquitz EMC, LLC, a California limited company

By: 
Richard E. Boureston, Manager

By: _____
Hank Gordon, Manager

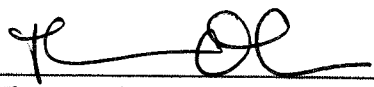
ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: 
Thomas Oh
Deputy County Counsel

COUNTY:

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

LESSOR:

Sunquitz EMC, LLC, a California limited
company

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By: _____
Richard E. Boureston, Manager

By: 
Hank Gordon, Manager

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy


APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____
Thomas Oh
Deputy County Counsel

LESSOR:

Sunquitz EMC, LLC, a California limited
company

By: Laurich Properties, Inc., a Nevada
corporation, Manager

By: 
Richard S. Gordon, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracv. or validitv of that document.

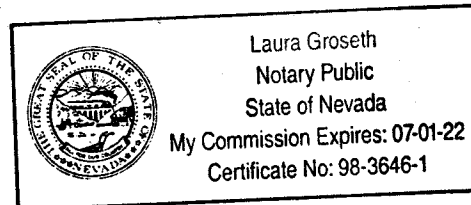
STATE OF NEVADA)
)
County of Clark)

On Feb. 19, 2019, before me, Laura Groseth, a notary public, personally appeared Richard S. Gordon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Laura Groseth (Seal)
Notary Public



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracv. or validitv of that document.

STATE OF NEVADA)
)
County of Clark)

On _____, 2019, before me, _____, a notary public, personally appeared Hank Gordon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____ (Seal)
Notary Public

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

State of California)
)
County of _____)

On _____, 2019, before me, _____, a Notary Public, personally appeared Richard Boureston, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A-1

LEGAL DESCRIPTION OF MASTER LEASE PROPERTY

EXHIBIT A-2

LEGAL DESCRIPTION OF LAND

LEGAL DESCRIPTION
PARCEL 1
TENTATIVE PARCEL MAP NO. 37738
CITY OF PALM SPRINGS, RIVERSIDE COUNTY, CA

THAT PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, ACCORDING TO THE MAP OF AGUA CALIENTE INDIAN RESERVATION ON SCHEDULE 2, BLOCK 225, CHANGED BY BLM DEPENDENT RESURVEY DATED JULY 8, 1988 FROM BLOCK 225 TO GOVERNMENT LOT 164, AND A PORTION OF ALLOTMENT NO. PS-22B;

EXCEPTING THEREFROM A PORTION OF SAID LOT 164 DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 164, SAID CORNER BEING ON THE CENTERLINE INTERSECTION OF TAHQUITZ CANYON WAY (FORMERLY MCCALLUM WAY) AND SUNRISE WAY AS SHOWN ON SAID BLM DEPENDENT RESURVEY;

THENCE ALONG THE CENTERLINE OF TAHQUITZ CANYON WAY SOUTH 89°48'20" WEST 165.99 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 00°11'40" WEST 197.25 FEET;

THENCE NORTH 89°54'00" EAST 166.32 FEET TO A POINT IN THE EAST LINE OF SAID GOVERNMENT LOT 164;

THENCE SOUTH 00°06'00" EAST ALONG SAID EAST LINE 196.97 FEET; TO THE SOUTHEAST CORNER OF SAID LOT 164 AND THE POINT OF BEGINNING.



EXHIBIT "B"
PARCEL 1

ANDREAS ROAD

N 89°52'00" E 329.41'

GOV'T LOT 163

GOV'T LOT 164

PARCEL 1

SUNRISE WAY

S 00°06'20" E 655.97'

N 00°06'00" W 458.67'

N 00°06'00" W 655.64'

N 89°54'00" E 166.32'

PARCEL 2

N 00°11'40" W 197.25'

S 00°06'00" E 196.97'

TAHQUITZ CANYON WAY

S 89°48'20" W 163.35' S 89°48'20" W 165.99'
S 89°48'20" W 329.34'

P.O.B. - S/E CORNER OF GOV'T LOT 164
INTERSECTION OF TAHQUITZ CANYON WAY
AND SUNRISE WAY



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

SCALE: 1" = 100'

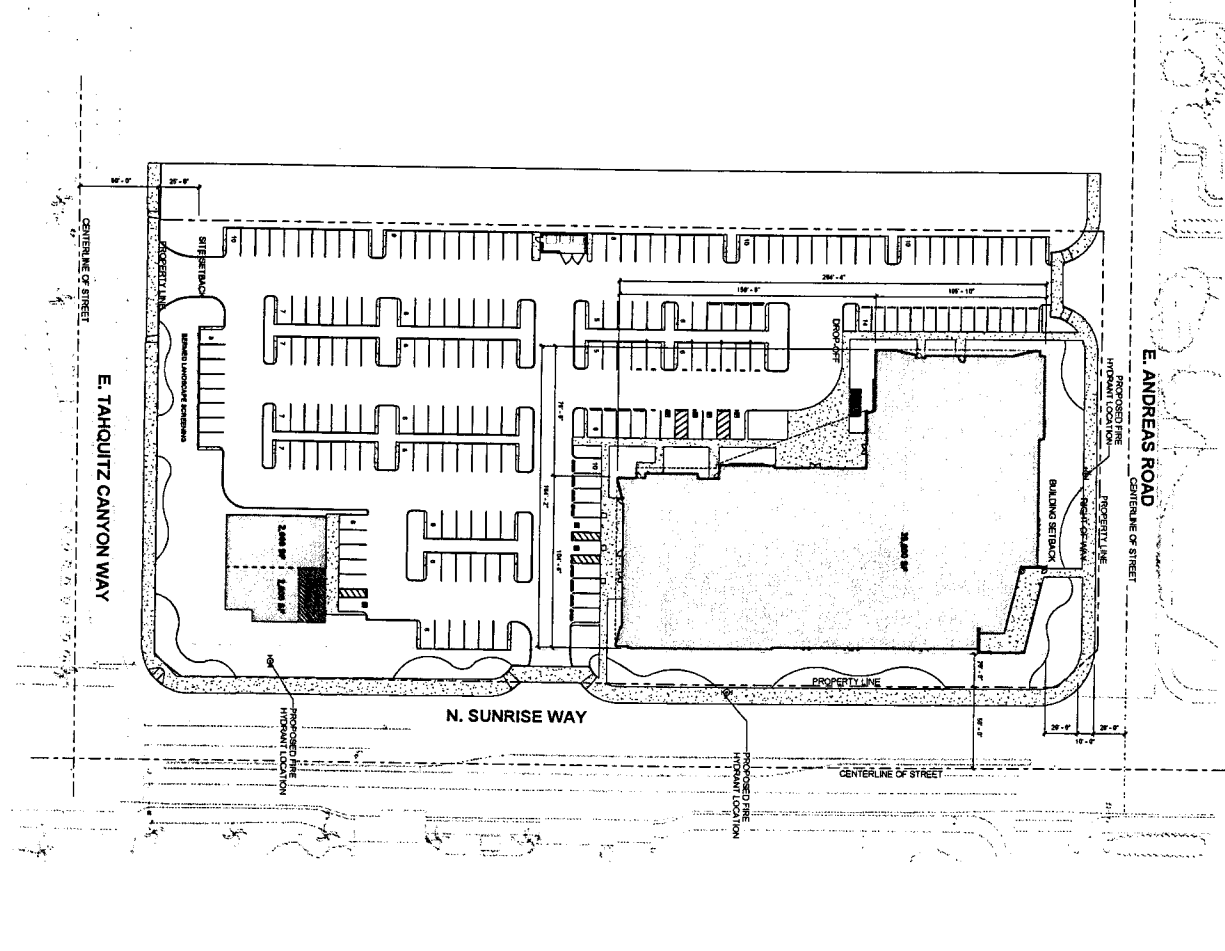
FILE NO.: 228-183

DATE: AUGUST 1, 2019

ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-21

DATE

SHEET 1 OF 1



SITE INFORMATION

SITE DATA:
 TOTAL IMPROVED AREA AND DRIVE SPACE: 10,700 SF
 NET AREA (EXCLUDING PRELIMINARY LANDSCAPE) INCLUDING PLANT: 10,700 SF
 DRIVEWAY AREA: 1,000 SF
 DRIVEWAY WIDTH: 10.00 FT
 DRIVEWAY LENGTH: 100.00 FT
 DRIVEWAY AREA: 1,000 SF
 DRIVEWAY WIDTH: 10.00 FT
 DRIVEWAY LENGTH: 100.00 FT
 DRIVEWAY AREA: 1,000 SF
 DRIVEWAY WIDTH: 10.00 FT
 DRIVEWAY LENGTH: 100.00 FT

ITEM	QUANTITY	UNIT	PRICE	TOTAL
ASPHALT DRIVEWAY	10,000	SF	0.10	1,000.00
CONCRETE DRIVEWAY	1,000	SF	0.10	100.00
LANDSCAPE	10,000	SF	0.05	500.00
PAVING	10,000	SF	0.05	500.00
CONCRETE	1,000	SF	0.05	50.00
TOTAL				1,150.00

PAVING CALCULATIONS:
 ASPHALT DRIVEWAY: 10,000 SF @ 0.10 = 1,000.00
 CONCRETE DRIVEWAY: 1,000 SF @ 0.10 = 100.00
 LANDSCAPE: 10,000 SF @ 0.05 = 500.00
 PAVING: 10,000 SF @ 0.05 = 500.00
 CONCRETE: 1,000 SF @ 0.05 = 50.00
 TOTAL: 1,150.00

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.



WESTGROUP
 DESIGN
 SIGNS
 1920 Jamboree Road, Suite 100
 Palm Springs, CA 92262
 (760) 325-1000
 www.westgroupdesign.com

PALM SPRINGS MOB
 THE BOURGESTON
 COMPANIES
 E. Tahquitz Canyon Way and
 Palm Springs, CA

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/15/10	ISSUED FOR PERMITS
2	07/15/10	ISSUED FOR PERMITS
3	07/15/10	ISSUED FOR PERMITS
4	07/15/10	ISSUED FOR PERMITS
5	07/15/10	ISSUED FOR PERMITS
6	07/15/10	ISSUED FOR PERMITS
7	07/15/10	ISSUED FOR PERMITS
8	07/15/10	ISSUED FOR PERMITS
9	07/15/10	ISSUED FOR PERMITS
10	07/15/10	ISSUED FOR PERMITS

PROJECT:
 SITE PLAN

SHEET NUMBER:
 A-1.0

DATE:
 07/15/10

DESIGNER:
 WESTGROUP DESIGN, INC.

EXHIBIT B

**PROPERTY DEVELOPMENT AND LEASEHOLD IMPROVEMENT
AGREEMENT**

EXHIBIT B

PROPERTY DEVELOPMENT AND LEASEHOLD IMPROVEMENT AGREEMENT

(Northwest Corner of E. Taquitz Canyon Way and N. Sunrise Way, Palm Springs, California)

This Property Development and Leasehold Improvement Agreement shall set forth the terms and conditions relating to the construction of the Project and the leasehold improvements in the Leased Premises. This Agreement is essentially organized chronologically and addresses the issues of the construction of the Project and the interior leasehold improvements, in sequence; as such issues will arise during the actual planning and construction of the Leased Premises. All references in this Agreement to Sections of the "Lease" shall mean the relevant portion of that certain Medical Office Building Sublease Under PSL-510 to which this Agreement is attached as **Exhibit "B"** and of which this Agreement forms a part, and all references in the Lease to Sections of "Property Development and Leasehold Improvement Agreement" shall mean the relevant portion of this Property Development and Leasehold Improvement Agreement.

SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF THE PROJECT AND THE INTERIOR LEASEHOLD IMPROVEMENTS

1.1 Lessor will cause the construction of Project and the interior leasehold improvements, at its sole cost and expense as described in Section 2.3 of the Lease.

SECTION 2 - WORKING DRAWINGS FOR THE LEASED PREMISES

2.1 Lessor shall, at its sole cost and expense, and subject to reimbursement for the interior leasehold improvements as hereinafter set forth, construct the Project and the interior leasehold improvements in the Leased Premises (the "**Leasehold Improvements**") pursuant to those certain design development drawings, schematics, floor and space plans, and specifications, collectively, the approved "**Working Drawings**" prepared by Lessor's architect. Lessor shall make no changes or modifications to the 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 Leased Premises or materially increase the cost of designing or constructing the Leasehold Improvements.

SECTION 3 - WORKING DRAWINGS; PROCESS FOR APPROVAL

3.1 Selection of Architect/Working Drawings. Lessor shall retain an architect (the "**Architect**") to prepare the Working 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 Project and the Leasehold Improvements. The plans and drawings to be prepared by Architect and the Engineers

hereunder shall be known collectively as the "Working Drawings." All Working 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 Working Drawings, 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 Working 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 Working 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 Working Drawings, and Lessor's waiver and indemnity set forth in the Lease shall specifically apply to the Working 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 Leased Premises (collectively, the "Final Space Plan")**, which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, and their intended use, and shall deliver the Final Space Plan to County for County's review and approval. The Final Space Plan is attached as **Exhibit "B-1"**.

3.2.1 Final Building Concepts. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the Final Building Concepts for the Project (collectively the **"Final Building Concepts"**), which shall include building exterior concepts and elevations and site plan, and deliver the Final Building Concepts to County for County's review and approval. The Final Building Concepts are attached as **Exhibit "B-2"**.

3.3 Final Working Drawings. Within forty-five (45) working days after execution of the Lease by County, Lessor, the Architect and the Engineers shall complete the Working Drawings, and the architectural and engineering drawings for the Project and the Leasehold Improvements, in a form which is complete to allow subcontractors to bid the project and perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's review and approval. County shall review the Final Working Drawings and approve the Working Drawings only in County's sole discretion, which approval shall be in writing. Upon completion of the Final Working Drawings, said drawings shall be incorporated into this Lease as **Exhibit "B-3"**.

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 Project and the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits (the **"Permits"**) necessary to commence and fully complete the construction of the Project and the interior Leasehold Improvements. 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 Leased 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 Leased 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 Working 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-4"**. 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 the Approved Working Drawings and **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.

4.4 Lessor shall obtain a payment and performance bond for all construction work in connection with the project from a surety acceptable to County and Lessor's lender to ensure lien free completion of Lessor's work.

SECTION 5 - CONSTRUCTION

5.1 Lessor shall diligently pursue the planning, entitlement process, related preparation and construction of the Leasehold Improvements. Lessor shall, at Lessor's cost, secure LEED certification for the project at the certified level using the LEED 2009 – NC standard within 12 months following completion of the Project. 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 Palm Springs, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the City of Palm Springs 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 Leased Premises for occupancy. County shall accept the Leased Premises if the improvements are Substantially Complete in accordance with this **Exhibit "B"** and with **Exhibit "F"** attached to this 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 Leased 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 – SUBSTANTIAL COMPLETION OF THE PROJECT AND LEASEHOLD IMPROVEMENTS; LEASE COMMENCEMENT DATE

6.1 For purposes of this Lease, "**Substantial Completion**" of the Leased Premises shall occur upon the completion of construction of the interior Leasehold Improvements in the Leased 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 Leased Premises. "**Useful Occupancy**" herein defined as the Leased 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 Commencement Date shall occur as set forth in Section 4.2 of the Lease.

6.3 If Substantial Completion of the Project fails to occur by the Outside Completion Date (as such dates may be extended by County delay, County initiated change orders, or Force Majeure Delay), then commencing on the Outside Completion Date where Substantial Completion has not occurred and continuing until Substantial Completion occurs, as County's sole remedy for such delay, Lessor shall credit \$2,722 per day in favor of County which shall be applied until the date that Substantial Completion has occurred.

SECTION 7 – INTERIOR LEASEHOLD IMPROVEMENT COSTS

7.1 Lessor has provided County with an itemized cost breakdown of the construction costs of the interior leasehold improvements, attached hereto and made a part hereof as Addendum 1. The costs of the interior Leasehold Improvements subject to reimbursement, including but not limited to fixtures, architectural fees and permits, is approximately \$6,308,975 in hard costs plus approximately \$788,000 in soft costs. The Parties have budgeted an additional \$630,898 project contingency for the sole purpose of paying for extra items requested by County during the course of construction for installation of additional interior Leasehold Improvements or otherwise necessitated by requests/changes made to the plans by County. The cost for the interior Leasehold Improvement 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 interior Leasehold Improvements shall not exceed \$7,727,873 including the contingency.

7.2 Upon completion of the interior Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Leased 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 interior Leasehold Improvements incurred by Lessor, designated as Addendum 1-A, accompanied by vendor, contractor, and subcontractor invoices and back-up documentation.

SECTION 8 - REIMBURSEMENT FOR INTERIOR LEASEHOLD IMPROVEMENTS

8.1 In addition to the Rent and Operating Costs as stated in the Lease, County shall reimburse Lessor, as hereinafter set forth, the actual cost of the interior 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 1-A.

8.2 In the event the costs of the interior Leasehold Improvements equal the total of the interior 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 as attached to this **Exhibit "B"** designated at **Exhibit "B-5"**. 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 three hundred sixty (360) months (the "Leasehold Amortization Period") at 6.25% interest 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 as **Exhibit "B-6"** 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 as reimbursement for the actual costs of improvements made by Lessor. 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.

SECTION 9 - MISCELLANEOUS

9.1 County's Entry Prior to Substantial Completion. Lessor shall allow County access to the Leased Premises prior to the Substantial Completion of the Leased Premises for the purpose of County installing standard equipment or fixtures (including County's data and telephone equipment) in the Leased Premises. Prior to County's entry into the Leased 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 Leased Premises and against injury to any persons related to County's entry on to the Leased Premises pursuant to this Section 9.1.

9.2 County's Representative. County has designated the individual(s) charged with oversight and management of real property matters for the County of Riverside 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 Richard E. Boureston as its sole representatives 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.

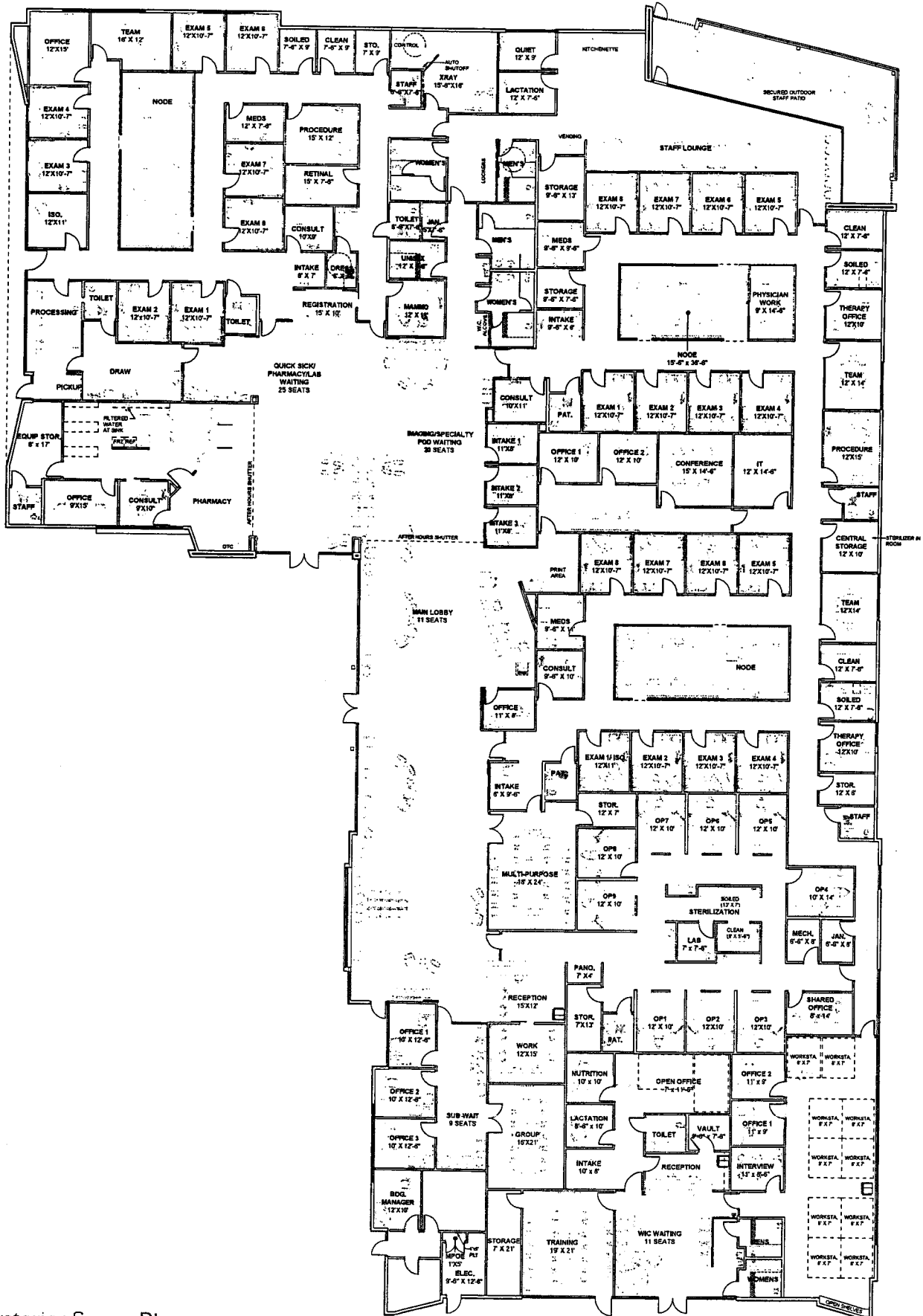
9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Leased Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Leased Premises.

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.

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-1
FINAL SPACE PLAN

EXHIBIT B-1 FINAL SPACE PLAN



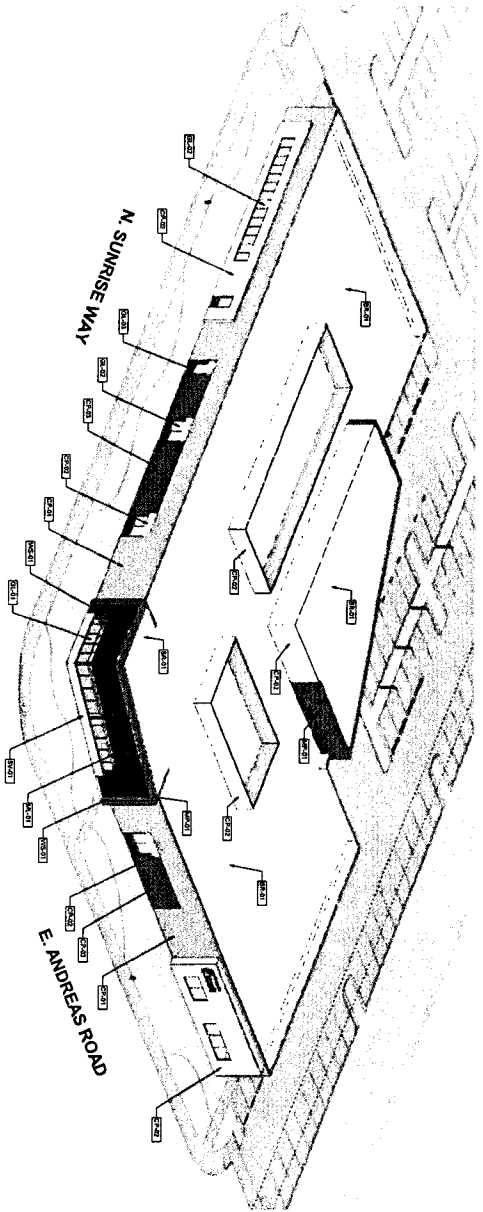
Interior Space Plan

EXHIBIT B-2
FINAL BUILDING CONCEPT

KEYNOTES

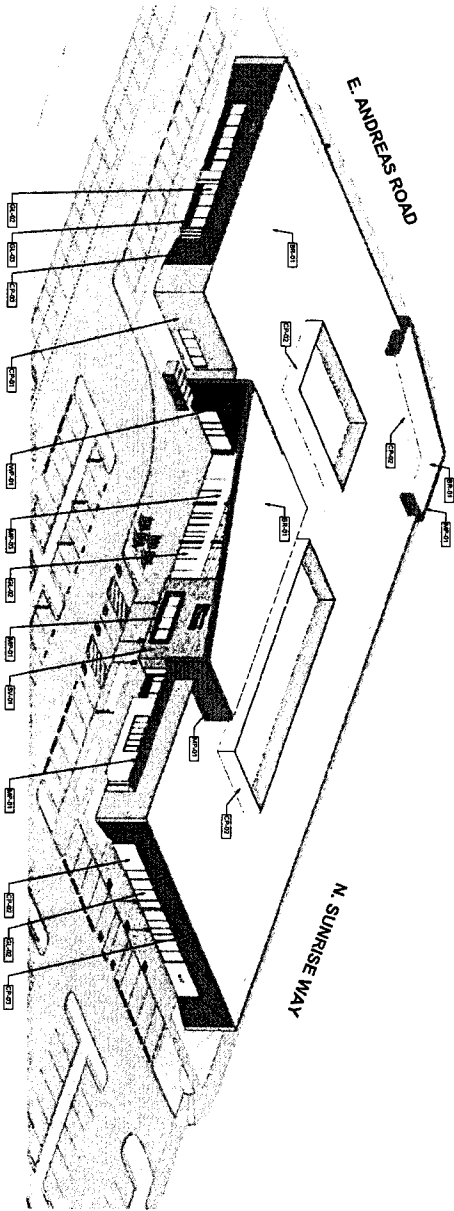
1. EXHIBIT B-2 IS A CONCEPTUAL ARCHITECTURAL RENDERING OF THE PROPOSED BUILDING. IT IS NOT A CONTRACT DOCUMENT AND SHOULD NOT BE USED FOR CONSTRUCTION OR AS A BASIS FOR CONTRACT ADMINISTRATION. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THE CONTRACT DOCUMENTS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THE CONTRACT DOCUMENTS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

**EXHIBIT B-2
FINAL BUILDING CONCEPTS**



AXONOMETRIC VIEW FROM NORTHEAST

2



AXONOMETRIC VIEW FROM SOUTHWEST

1



PALM SPRINGS MOB
THE BOURGESTON
COMPANIES
E. Tanguiz Canyon Way and
N. Sunrise Way
Palm Springs, CA

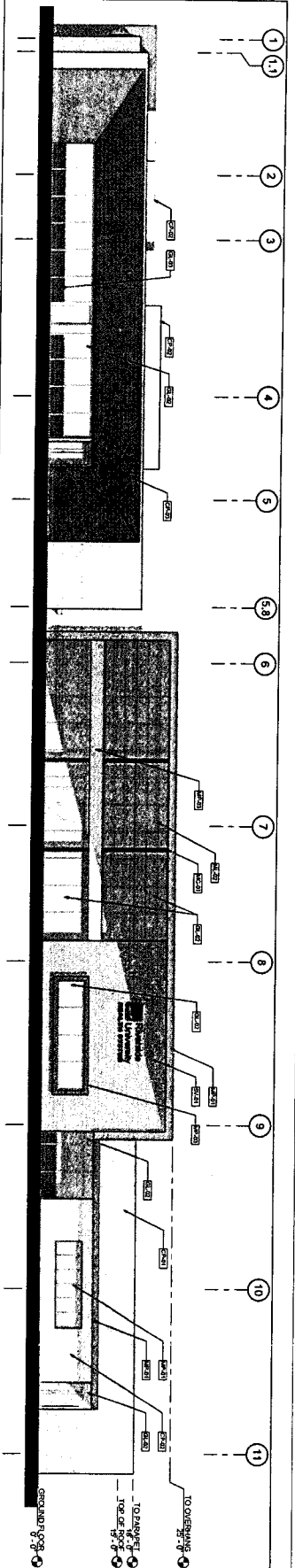


**AXONOMETRICS
VIEWS**

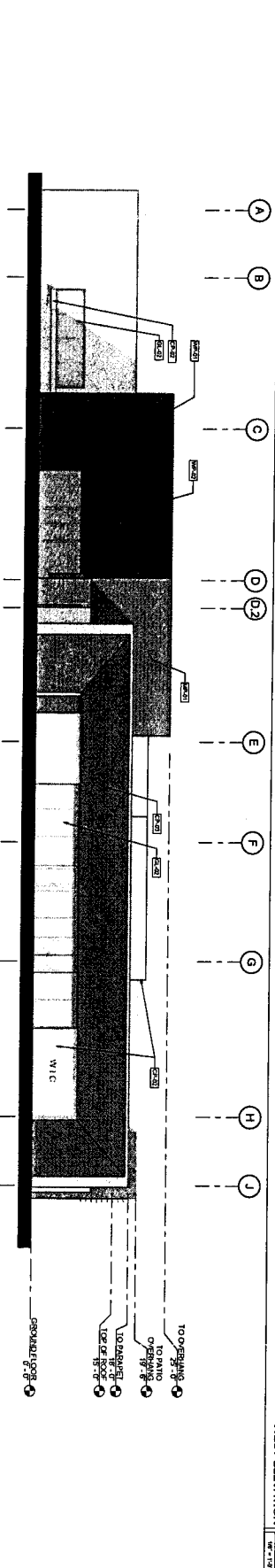
SHEET NUMBER
A-4.0

NO. DRAWING SHEETS: 10
DATE: 05/20/19
BY: DS
CHECKED BY: DS

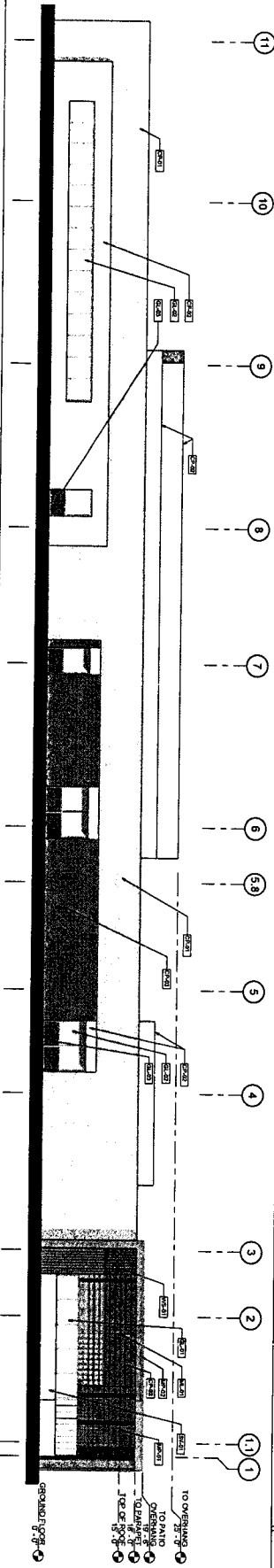
WESTERN SERVICES, INC.
1609
05/20/19



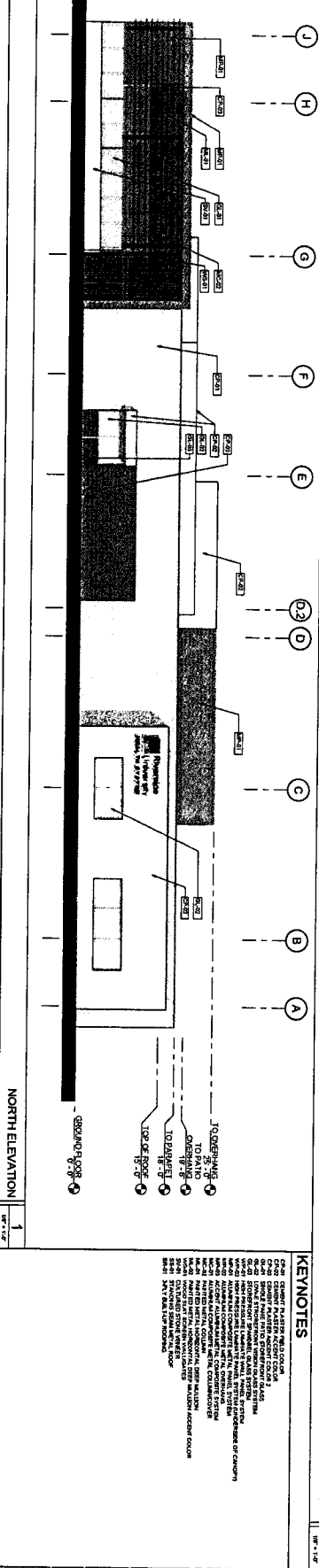
WEST ELEVATION 4



SOUTH ELEVATION 3



EAST ELEVATION 2



NORTH ELEVATION 1

KEYNOTES

1. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

2. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

3. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

4. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

5. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

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18. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

19. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

20. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.

WESTGROUP DESIGNS

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 Dallas, Texas 75244
 Phone: 214.424.4400
 Fax: 214.424.4401
 www.westgroupdesigns.com

WESTGROUP

EXHIBIT B-3
 FINAL BUILDING CONCEPTS

PALM SPRINGS MOB
 THE BOURGESTON
 COMPANIES

E. Thomas Canyon Way and
 Palm Springs, CA

A-3.0

EXTERIOR
 ELEVATIONS

WEST GROUP
 ARCHITECTURE

PROJECT NO. 14440
 DATE 08/20/04

DESIGNED BY [Signature]
 CHECKED BY [Signature]

SCALE 1/8" = 1'-0"

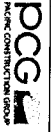
EXHIBIT B-3

FINAL WORKING DRAWINGS

(To be provided at a later date)

EXHIBIT B-4
CONSTRUCTION SCHEDULE

CONSTRUCTION SCHEDULE EXHIBIT B-4



PREPARE CONSTRUCTION SCHEDULE

Palm Springs Care Clinic
Preliminary Shell and TI Construction Schedule

02/19/20

ID	Item Name	Duration	Start	Finish
1	Mobilization	2 days	Mon 3/23/20	Thu 3/26/20
2	Surveying	3 days	Wed 3/25/20	Thu 3/26/20
3	Pad Certification	20 days	Fri 3/27/20	Thu 4/23/20
4	Issuance of Building Permit	0 days	Fri 4/24/20	Fri 4/24/20
5	Issuance of Utilities Permit for TI	0 days	Fri 4/24/20	Fri 4/24/20
6	Storm Drain	15 days	Fri 4/24/20	Thu 5/1/20
7	Office Improvements	30 days	Fri 4/24/20	Thu 5/1/20
8	Sewer	15 days	Fri 4/24/20	Thu 5/1/20
9	Underground Fire	15 days	Fri 4/24/20	Thu 5/1/20
10	Underground Domestic	10 days	Fri 10/16/20	Thu 10/29/20
11	SCB/TW/Cable Underground	35 days	Fri 10/30/20	Thu 12/17/20
12	Site Electric (Pole Lts.)	15 days	Fri 10/30/20	Thu 11/19/20
13	Curb & Gutter Staking	3 days	Fri 11/20/20	Thu 11/24/20
14	Curb & Gutter Grade	4 days	Wed 11/25/20	Mon 11/30/20
15	Irrigation Sleeves	6 days	Wed 11/25/20	Wed 12/2/20
16	Curb & Gutter	15 days	Fri 12/1/20	Mon 12/21/20
17	Sidewalks	12 days	Tue 12/1/20	Wed 12/23/20
18	Fine Grading	4 days	Thu 1/7/21	Tue 1/12/21
19	Asphalt Paving	8 days	Wed 1/13/21	Fri 1/22/21
20	Landscape	40 days	Mon 1/25/21	Fri 3/19/21
21	Stripping & Bumpers	3 days	Mon 3/22/21	Wed 3/24/21
22	Slab and Foundation Work	15 days	Fri 5/1/20	Thu 6/4/20
23	Rough Framing	50 days	Fri 6/5/20	Thu 8/13/20
24	Structural Steel	10 days	Fri 7/31/20	Thu 8/13/20
25	Sheet Metal	10 days	Fri 8/14/20	Thu 8/27/20
26	Roofing	15 days	Fri 8/28/20	Thu 9/17/20
27	Glass & Glazing	30 days	Fri 9/18/20	Thu 10/29/20
28	Lath	25 days	Fri 10/30/20	Thu 12/3/20
29	Scratch/Brown/Color	30 days	Fri 12/4/20	Thu 1/4/21
30	Aluminum Panels/Cantopics	30 days	Fri 1/15/21	Thu 2/25/21
31		15 days	Fri 4/24/20	Thu 5/14/20
32		25 days	Fri 9/18/20	Thu 10/22/20
33		25 days	Fri 9/18/20	Thu 10/22/20
34		25 days	Fri 9/18/20	Thu 10/22/20
35		20 days	Fri 9/18/20	Thu 10/15/20
36		12 days	Thu 10/8/20	Fri 10/23/20
37		4 days	Mon 10/12/20	Thu 10/15/20
38		35 days	Fri 10/16/20	Thu 12/3/20
39		15 days	Fri 10/2/20	Thu 10/22/20
40		15 days	Fri 10/2/20	Thu 10/22/20
41		15 days	Fri 10/2/20	Thu 10/22/20
42		15 days	Fri 12/4/20	Thu 12/24/20
43		15 days	Fri 12/4/20	Thu 12/24/20
44		15 days	Fri 12/4/20	Thu 12/24/20
45		10 days	Fri 12/5/20	Thu 1/7/21
46		20 days	Fri 12/5/20	Thu 1/21/21
47		15 days	Fri 12/5/20	Thu 1/21/21
48		25 days	Wed 12/30/20	Tue 2/7/21
49		15 days	Fri 1/22/21	Thu 2/11/21
50		15 days	Fri 1/22/21	Thu 2/11/21
51		12 days	Wed 2/3/21	Thu 2/18/21
52		7 days	Fri 2/19/21	Mon 3/1/21
53		19 days	Fri 2/12/21	Wed 3/10/21
54		5 days	Thu 3/11/21	Wed 3/17/21
55		5 days	Thu 3/18/21	Wed 3/24/21
56		1 day	Wed 3/24/21	Wed 3/24/21

- Schedule Notes:**
1. Anticipated Completion Date is 12 Months from Receipt of Grading Permit.
 2. Anticipated Outside Completion Date is 4 Months After Scheduled Completion Date.

EXHIBIT B-5

ESTIMATED LEASEHOLD IMPROVEMENT PAYMENT SCHEDULE

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$7,727,873.00
Annual interest rate	6.25%
Loan period in years	30
Number of payments per year	12
Start date of loan	3/1/2021

Optional extra payments \$

LOAN SUMMARY

Scheduled payment	\$47,581.84
Scheduled number of payments	360
Actual number of payments	360

LENDER NAME
 Exhibit B-5 Estimated Leasehold
 Improvement Payment Schedule -
 Northwest Corner of E. Tahquitz Canyon

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	3/1/2021	\$7,727,873.00	\$47,581.84	\$0.00	\$47,581.84	\$7,332.50	\$40,249.34	\$7,720,540.50
2	4/1/2021	\$7,720,540.50	\$47,581.84	\$0.00	\$47,581.84	\$7,370.69	\$40,211.15	\$7,713,169.80
3	5/1/2021	\$7,713,169.80	\$47,581.84	\$0.00	\$47,581.84	\$7,409.08	\$40,172.76	\$7,705,760.72
4	6/1/2021	\$7,705,760.72	\$47,581.84	\$0.00	\$47,581.84	\$7,447.67	\$40,134.17	\$7,698,313.04
5	7/1/2021	\$7,698,313.04	\$47,581.84	\$0.00	\$47,581.84	\$7,486.46	\$40,095.38	\$7,690,826.58
6	8/1/2021	\$7,690,826.58	\$47,581.84	\$0.00	\$47,581.84	\$7,525.45	\$40,056.39	\$7,683,301.13
7	9/1/2021	\$7,683,301.13	\$47,581.84	\$0.00	\$47,581.84	\$7,564.65	\$40,017.19	\$7,675,736.48
8	10/1/2021	\$7,675,736.48	\$47,581.84	\$0.00	\$47,581.84	\$7,604.05	\$39,977.79	\$7,668,132.43
9	11/1/2021	\$7,668,132.43	\$47,581.84	\$0.00	\$47,581.84	\$7,643.65	\$39,938.19	\$7,660,488.77
10	12/1/2021	\$7,660,488.77	\$47,581.84	\$0.00	\$47,581.84	\$7,683.46	\$39,898.38	\$7,652,805.31
11	1/1/2022	\$7,652,805.31	\$47,581.84	\$0.00	\$47,581.84	\$7,723.48	\$39,858.36	\$7,645,081.83
12	2/1/2022	\$7,645,081.83	\$47,581.84	\$0.00	\$47,581.84	\$7,763.71	\$39,818.13	\$7,637,318.12
13	3/1/2022	\$7,637,318.12	\$47,581.84	\$0.00	\$47,581.84	\$7,804.14	\$39,777.70	\$7,629,513.97
14	4/1/2022	\$7,629,513.97	\$47,581.84	\$0.00	\$47,581.84	\$7,844.79	\$39,737.05	\$7,621,669.18
15	5/1/2022	\$7,621,669.18	\$47,581.84	\$0.00	\$47,581.84	\$7,885.65	\$39,696.19	\$7,613,783.53
16	6/1/2022	\$7,613,783.53	\$47,581.84	\$0.00	\$47,581.84	\$7,926.72	\$39,655.12	\$7,605,856.81
17	7/1/2022	\$7,605,856.81	\$47,581.84	\$0.00	\$47,581.84	\$7,968.01	\$39,613.84	\$7,597,888.81
18	8/1/2022	\$7,597,888.81	\$47,581.84	\$0.00	\$47,581.84	\$8,009.51	\$39,572.34	\$7,589,879.30
19	9/1/2022	\$7,589,879.30	\$47,581.84	\$0.00	\$47,581.84	\$8,051.22	\$39,530.62	\$7,581,828.08
20	10/1/2022	\$7,581,828.08	\$47,581.84	\$0.00	\$47,581.84	\$8,093.16	\$39,488.69	\$7,573,734.92
21	11/1/2022	\$7,573,734.92	\$47,581.84	\$0.00	\$47,581.84	\$8,136.31	\$39,446.54	\$7,565,599.62
22	12/1/2022	\$7,565,599.62	\$47,581.84	\$0.00	\$47,581.84	\$8,177.68	\$39,404.16	\$7,557,421.94
23	1/1/2023	\$7,557,421.94	\$47,581.84	\$0.00	\$47,581.84	\$8,220.27	\$39,361.57	\$7,549,201.67
24	2/1/2023	\$7,549,201.67	\$47,581.84	\$0.00	\$47,581.84	\$8,263.08	\$39,318.76	\$7,540,938.58
25	3/1/2023	\$7,540,938.58	\$47,581.84	\$0.00	\$47,581.84	\$8,306.12	\$39,275.72	\$7,532,632.46
26	4/1/2023	\$7,532,632.46	\$47,581.84	\$0.00	\$47,581.84	\$8,349.38	\$39,232.46	\$7,524,283.08
27	5/1/2023	\$7,524,283.08	\$47,581.84	\$0.00	\$47,581.84	\$8,392.87	\$39,188.97	\$7,515,890.21
28	6/1/2023	\$7,515,890.21	\$47,581.84	\$0.00	\$47,581.84	\$8,436.58	\$39,145.26	\$7,507,453.63

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
29	7/1/2023	\$7,507,453.63	\$47,581.84	\$0.00	\$47,581.84	\$8,480.52	\$39,101.32	\$7,498,973.10
30	8/1/2023	\$7,498,973.10	\$47,581.84	\$0.00	\$47,581.84	\$8,524.69	\$39,057.15	\$7,490,448.41
31	9/1/2023	\$7,490,448.41	\$47,581.84	\$0.00	\$47,581.84	\$8,569.09	\$39,012.75	\$7,481,879.32
32	10/1/2023	\$7,481,879.32	\$47,581.84	\$0.00	\$47,581.84	\$8,613.72	\$38,968.12	\$7,473,265.60
33	11/1/2023	\$7,473,265.60	\$47,581.84	\$0.00	\$47,581.84	\$8,658.58	\$38,923.26	\$7,464,607.01
34	12/1/2023	\$7,464,607.01	\$47,581.84	\$0.00	\$47,581.84	\$8,703.68	\$38,878.16	\$7,455,903.33
35	1/1/2024	\$7,455,903.33	\$47,581.84	\$0.00	\$47,581.84	\$8,749.01	\$38,832.83	\$7,447,154.32
36	2/1/2024	\$7,447,154.32	\$47,581.84	\$0.00	\$47,581.84	\$8,794.58	\$38,787.26	\$7,438,359.74
37	3/1/2024	\$7,438,359.74	\$47,581.84	\$0.00	\$47,581.84	\$8,840.39	\$38,741.46	\$7,429,519.35
38	4/1/2024	\$7,429,519.35	\$47,581.84	\$0.00	\$47,581.84	\$8,886.43	\$38,695.41	\$7,420,632.92
39	5/1/2024	\$7,420,632.92	\$47,581.84	\$0.00	\$47,581.84	\$8,932.71	\$38,649.13	\$7,411,700.21
40	6/1/2024	\$7,411,700.21	\$47,581.84	\$0.00	\$47,581.84	\$8,979.24	\$38,602.61	\$7,402,720.97
41	7/1/2024	\$7,402,720.97	\$47,581.84	\$0.00	\$47,581.84	\$9,026.00	\$38,555.84	\$7,393,694.97
42	8/1/2024	\$7,393,694.97	\$47,581.84	\$0.00	\$47,581.84	\$9,073.02	\$38,508.83	\$7,384,621.95
43	9/1/2024	\$7,384,621.95	\$47,581.84	\$0.00	\$47,581.84	\$9,120.27	\$38,461.57	\$7,375,501.68
44	10/1/2024	\$7,375,501.68	\$47,581.84	\$0.00	\$47,581.84	\$9,167.77	\$38,414.07	\$7,366,333.91
45	11/1/2024	\$7,366,333.91	\$47,581.84	\$0.00	\$47,581.84	\$9,215.52	\$38,366.32	\$7,357,118.39
46	12/1/2024	\$7,357,118.39	\$47,581.84	\$0.00	\$47,581.84	\$9,263.52	\$38,318.32	\$7,347,854.87
47	1/1/2025	\$7,347,854.87	\$47,581.84	\$0.00	\$47,581.84	\$9,311.77	\$38,270.08	\$7,338,543.10
48	2/1/2025	\$7,338,543.10	\$47,581.84	\$0.00	\$47,581.84	\$9,360.26	\$38,221.58	\$7,329,182.84
49	3/1/2025	\$7,329,182.84	\$47,581.84	\$0.00	\$47,581.84	\$9,409.02	\$38,172.83	\$7,319,773.82
50	4/1/2025	\$7,319,773.82	\$47,581.84	\$0.00	\$47,581.84	\$9,458.02	\$38,123.82	\$7,310,315.80
51	5/1/2025	\$7,310,315.80	\$47,581.84	\$0.00	\$47,581.84	\$9,507.28	\$38,074.56	\$7,300,808.52
52	6/1/2025	\$7,300,808.52	\$47,581.84	\$0.00	\$47,581.84	\$9,556.80	\$38,025.04	\$7,291,251.72
53	7/1/2025	\$7,291,251.72	\$47,581.84	\$0.00	\$47,581.84	\$9,606.57	\$37,975.27	\$7,281,645.15
54	8/1/2025	\$7,281,645.15	\$47,581.84	\$0.00	\$47,581.84	\$9,656.61	\$37,925.24	\$7,271,988.54
55	9/1/2025	\$7,271,988.54	\$47,581.84	\$0.00	\$47,581.84	\$9,706.90	\$37,874.94	\$7,262,281.63
56	10/1/2025	\$7,262,281.63	\$47,581.84	\$0.00	\$47,581.84	\$9,757.46	\$37,824.38	\$7,252,524.18
57	11/1/2025	\$7,252,524.18	\$47,581.84	\$0.00	\$47,581.84	\$9,808.28	\$37,773.56	\$7,242,715.90
58	12/1/2025	\$7,242,715.90	\$47,581.84	\$0.00	\$47,581.84	\$9,859.36	\$37,722.48	\$7,232,856.53
59	1/1/2026	\$7,232,856.53	\$47,581.84	\$0.00	\$47,581.84	\$9,910.72	\$37,671.13	\$7,222,945.81
60	2/1/2026	\$7,222,945.81	\$47,581.84	\$0.00	\$47,581.84	\$9,962.33	\$37,619.51	\$7,212,983.48
61	3/1/2026	\$7,212,983.48	\$47,581.84	\$0.00	\$47,581.84	\$10,014.22	\$37,567.62	\$7,202,969.26
62	4/1/2026	\$7,202,969.26	\$47,581.84	\$0.00	\$47,581.84	\$10,066.38	\$37,515.46	\$7,192,902.88
63	5/1/2026	\$7,192,902.88	\$47,581.84	\$0.00	\$47,581.84	\$10,118.81	\$37,463.04	\$7,182,784.07
64	6/1/2026	\$7,182,784.07	\$47,581.84	\$0.00	\$47,581.84	\$10,171.51	\$37,410.33	\$7,172,612.56
65	7/1/2026	\$7,172,612.56	\$47,581.84	\$0.00	\$47,581.84	\$10,224.49	\$37,357.36	\$7,162,388.08
66	8/1/2026	\$7,162,388.08	\$47,581.84	\$0.00	\$47,581.84	\$10,277.74	\$37,304.10	\$7,152,110.34
67	9/1/2026	\$7,152,110.34	\$47,581.84	\$0.00	\$47,581.84	\$10,331.27	\$37,250.57	\$7,141,779.07
68	10/1/2026	\$7,141,779.07	\$47,581.84	\$0.00	\$47,581.84	\$10,385.08	\$37,196.77	\$7,131,393.99
69	11/1/2026	\$7,131,393.99	\$47,581.84	\$0.00	\$47,581.84	\$10,439.17	\$37,142.68	\$7,120,954.83
70	12/1/2026	\$7,120,954.83	\$47,581.84	\$0.00	\$47,581.84	\$10,493.54	\$37,088.31	\$7,110,461.29

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
71	1/1/2027	\$7,110,461.29	\$47,581.84	\$0.00	\$47,581.84	\$10,548.19	\$37,033.65	\$7,099,913.10
72	2/1/2027	\$7,099,913.10	\$47,581.84	\$0.00	\$47,581.84	\$10,603.13	\$36,978.71	\$7,089,309.97
73	3/1/2027	\$7,089,309.97	\$47,581.84	\$0.00	\$47,581.84	\$10,658.35	\$36,923.49	\$7,078,651.62
74	4/1/2027	\$7,078,651.62	\$47,581.84	\$0.00	\$47,581.84	\$10,713.87	\$36,867.98	\$7,067,937.75
75	5/1/2027	\$7,067,937.75	\$47,581.84	\$0.00	\$47,581.84	\$10,769.67	\$36,812.18	\$7,057,168.08
76	6/1/2027	\$7,057,168.08	\$47,581.84	\$0.00	\$47,581.84	\$10,825.76	\$36,756.08	\$7,046,342.32
77	7/1/2027	\$7,046,342.32	\$47,581.84	\$0.00	\$47,581.84	\$10,882.14	\$36,699.70	\$7,035,460.18
78	8/1/2027	\$7,035,460.18	\$47,581.84	\$0.00	\$47,581.84	\$10,938.82	\$36,643.02	\$7,024,521.36
79	9/1/2027	\$7,024,521.36	\$47,581.84	\$0.00	\$47,581.84	\$10,995.79	\$36,586.05	\$7,013,525.56
80	10/1/2027	\$7,013,525.56	\$47,581.84	\$0.00	\$47,581.84	\$11,053.06	\$36,528.78	\$7,002,472.50
81	11/1/2027	\$7,002,472.50	\$47,581.84	\$0.00	\$47,581.84	\$11,110.63	\$36,471.21	\$6,991,361.87
82	12/1/2027	\$6,991,361.87	\$47,581.84	\$0.00	\$47,581.84	\$11,168.50	\$36,413.34	\$6,980,193.37
83	1/1/2028	\$6,980,193.37	\$47,581.84	\$0.00	\$47,581.84	\$11,226.67	\$36,355.17	\$6,968,966.70
84	2/1/2028	\$6,968,966.70	\$47,581.84	\$0.00	\$47,581.84	\$11,285.14	\$36,296.70	\$6,957,681.56
85	3/1/2028	\$6,957,681.56	\$47,581.84	\$0.00	\$47,581.84	\$11,343.92	\$36,237.92	\$6,946,337.64
86	4/1/2028	\$6,946,337.64	\$47,581.84	\$0.00	\$47,581.84	\$11,403.00	\$36,178.84	\$6,934,934.64
87	5/1/2028	\$6,934,934.64	\$47,581.84	\$0.00	\$47,581.84	\$11,462.39	\$36,119.45	\$6,923,472.24
88	6/1/2028	\$6,923,472.24	\$47,581.84	\$0.00	\$47,581.84	\$11,522.09	\$36,059.75	\$6,911,950.15
89	7/1/2028	\$6,911,950.15	\$47,581.84	\$0.00	\$47,581.84	\$11,582.10	\$35,999.74	\$6,900,368.05
90	8/1/2028	\$6,900,368.05	\$47,581.84	\$0.00	\$47,581.84	\$11,642.43	\$35,939.42	\$6,888,725.62
91	9/1/2028	\$6,888,725.62	\$47,581.84	\$0.00	\$47,581.84	\$11,703.06	\$35,878.78	\$6,877,022.56
92	10/1/2028	\$6,877,022.56	\$47,581.84	\$0.00	\$47,581.84	\$11,764.02	\$35,817.83	\$6,865,258.54
93	11/1/2028	\$6,865,258.54	\$47,581.84	\$0.00	\$47,581.84	\$11,825.29	\$35,756.55	\$6,853,433.25
94	12/1/2028	\$6,853,433.25	\$47,581.84	\$0.00	\$47,581.84	\$11,886.88	\$35,694.96	\$6,841,546.37
95	1/1/2029	\$6,841,546.37	\$47,581.84	\$0.00	\$47,581.84	\$11,948.79	\$35,633.05	\$6,829,597.59
96	2/1/2029	\$6,829,597.59	\$47,581.84	\$0.00	\$47,581.84	\$12,011.02	\$35,570.82	\$6,817,586.56
97	3/1/2029	\$6,817,586.56	\$47,581.84	\$0.00	\$47,581.84	\$12,073.58	\$35,508.26	\$6,805,512.98
98	4/1/2029	\$6,805,512.98	\$47,581.84	\$0.00	\$47,581.84	\$12,136.46	\$35,445.38	\$6,793,376.52
99	5/1/2029	\$6,793,376.52	\$47,581.84	\$0.00	\$47,581.84	\$12,199.67	\$35,382.17	\$6,781,176.85
100	6/1/2029	\$6,781,176.85	\$47,581.84	\$0.00	\$47,581.84	\$12,263.21	\$35,318.63	\$6,768,913.63
101	7/1/2029	\$6,768,913.63	\$47,581.84	\$0.00	\$47,581.84	\$12,327.08	\$35,254.76	\$6,756,586.55
102	8/1/2029	\$6,756,586.55	\$47,581.84	\$0.00	\$47,581.84	\$12,391.29	\$35,190.55	\$6,744,195.26
103	9/1/2029	\$6,744,195.26	\$47,581.84	\$0.00	\$47,581.84	\$12,455.83	\$35,126.02	\$6,731,739.43
104	10/1/2029	\$6,731,739.43	\$47,581.84	\$0.00	\$47,581.84	\$12,520.70	\$35,061.14	\$6,719,218.73
105	11/1/2029	\$6,719,218.73	\$47,581.84	\$0.00	\$47,581.84	\$12,585.91	\$34,995.93	\$6,706,632.82
106	12/1/2029	\$6,706,632.82	\$47,581.84	\$0.00	\$47,581.84	\$12,651.46	\$34,930.38	\$6,693,981.36
107	1/1/2030	\$6,693,981.36	\$47,581.84	\$0.00	\$47,581.84	\$12,717.36	\$34,864.49	\$6,681,264.00
108	2/1/2030	\$6,681,264.00	\$47,581.84	\$0.00	\$47,581.84	\$12,783.59	\$34,798.25	\$6,668,480.41
109	3/1/2030	\$6,668,480.41	\$47,581.84	\$0.00	\$47,581.84	\$12,850.17	\$34,731.67	\$6,655,630.23
110	4/1/2030	\$6,655,630.23	\$47,581.84	\$0.00	\$47,581.84	\$12,917.10	\$34,664.74	\$6,642,713.13
111	5/1/2030	\$6,642,713.13	\$47,581.84	\$0.00	\$47,581.84	\$12,984.38	\$34,597.46	\$6,629,728.75
112	6/1/2030	\$6,629,728.75	\$47,581.84	\$0.00	\$47,581.84	\$13,052.01	\$34,529.84	\$6,616,676.74

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
113	7/1/2030	\$6,616,676.74	\$47,581.84	\$0.00	\$47,581.84	\$13,119.99	\$34,461.86	\$6,603,556.76
114	8/1/2030	\$6,603,556.76	\$47,581.84	\$0.00	\$47,581.84	\$13,188.32	\$34,393.52	\$6,590,368.44
115	9/1/2030	\$6,590,368.44	\$47,581.84	\$0.00	\$47,581.84	\$13,267.01	\$34,324.84	\$6,577,111.43
116	10/1/2030	\$6,577,111.43	\$47,581.84	\$0.00	\$47,581.84	\$13,326.05	\$34,255.79	\$6,563,785.38
117	11/1/2030	\$6,563,785.38	\$47,581.84	\$0.00	\$47,581.84	\$13,395.46	\$34,186.38	\$6,550,389.92
118	12/1/2030	\$6,550,389.92	\$47,581.84	\$0.00	\$47,581.84	\$13,465.23	\$34,116.61	\$6,536,924.69
119	1/1/2031	\$6,536,924.69	\$47,581.84	\$0.00	\$47,581.84	\$13,535.36	\$34,046.48	\$6,523,389.33
120	2/1/2031	\$6,523,389.33	\$47,581.84	\$0.00	\$47,581.84	\$13,605.86	\$33,975.99	\$6,509,783.47
121	3/1/2031	\$6,509,783.47	\$47,581.84	\$0.00	\$47,581.84	\$13,676.72	\$33,905.12	\$6,496,106.75
122	4/1/2031	\$6,496,106.75	\$47,581.84	\$0.00	\$47,581.84	\$13,747.95	\$33,833.89	\$6,482,358.79
123	5/1/2031	\$6,482,358.79	\$47,581.84	\$0.00	\$47,581.84	\$13,819.56	\$33,762.29	\$6,468,539.24
124	6/1/2031	\$6,468,539.24	\$47,581.84	\$0.00	\$47,581.84	\$13,891.53	\$33,690.31	\$6,454,647.70
125	7/1/2031	\$6,454,647.70	\$47,581.84	\$0.00	\$47,581.84	\$13,963.89	\$33,617.96	\$6,440,683.81
126	8/1/2031	\$6,440,683.81	\$47,581.84	\$0.00	\$47,581.84	\$14,036.62	\$33,545.23	\$6,426,647.20
127	9/1/2031	\$6,426,647.20	\$47,581.84	\$0.00	\$47,581.84	\$14,109.72	\$33,472.12	\$6,412,537.48
128	10/1/2031	\$6,412,537.48	\$47,581.84	\$0.00	\$47,581.84	\$14,183.21	\$33,398.63	\$6,398,354.27
129	11/1/2031	\$6,398,354.27	\$47,581.84	\$0.00	\$47,581.84	\$14,257.08	\$33,324.76	\$6,384,097.19
130	12/1/2031	\$6,384,097.19	\$47,581.84	\$0.00	\$47,581.84	\$14,331.34	\$33,250.51	\$6,369,765.85
131	1/1/2032	\$6,369,765.85	\$47,581.84	\$0.00	\$47,581.84	\$14,405.98	\$33,175.86	\$6,355,359.87
132	2/1/2032	\$6,355,359.87	\$47,581.84	\$0.00	\$47,581.84	\$14,481.01	\$33,100.83	\$6,340,878.86
133	3/1/2032	\$6,340,878.86	\$47,581.84	\$0.00	\$47,581.84	\$14,556.43	\$33,025.41	\$6,326,322.43
134	4/1/2032	\$6,326,322.43	\$47,581.84	\$0.00	\$47,581.84	\$14,632.25	\$32,949.60	\$6,311,690.18
135	5/1/2032	\$6,311,690.18	\$47,581.84	\$0.00	\$47,581.84	\$14,708.46	\$32,873.39	\$6,296,981.72
136	6/1/2032	\$6,296,981.72	\$47,581.84	\$0.00	\$47,581.84	\$14,785.06	\$32,796.78	\$6,282,196.66
137	7/1/2032	\$6,282,196.66	\$47,581.84	\$0.00	\$47,581.84	\$14,862.07	\$32,719.77	\$6,267,334.59
138	8/1/2032	\$6,267,334.59	\$47,581.84	\$0.00	\$47,581.84	\$14,939.48	\$32,642.37	\$6,252,395.11
139	9/1/2032	\$6,252,395.11	\$47,581.84	\$0.00	\$47,581.84	\$15,017.29	\$32,564.56	\$6,237,377.83
140	10/1/2032	\$6,237,377.83	\$47,581.84	\$0.00	\$47,581.84	\$15,095.50	\$32,486.34	\$6,222,282.33
141	11/1/2032	\$6,222,282.33	\$47,581.84	\$0.00	\$47,581.84	\$15,174.12	\$32,407.72	\$6,207,108.20
142	12/1/2032	\$6,207,108.20	\$47,581.84	\$0.00	\$47,581.84	\$15,253.15	\$32,328.69	\$6,191,855.05
143	1/1/2033	\$6,191,855.05	\$47,581.84	\$0.00	\$47,581.84	\$15,332.60	\$32,249.25	\$6,176,522.45
144	2/1/2033	\$6,176,522.45	\$47,581.84	\$0.00	\$47,581.84	\$15,412.46	\$32,169.39	\$6,161,110.00
145	3/1/2033	\$6,161,110.00	\$47,581.84	\$0.00	\$47,581.84	\$15,492.73	\$32,089.11	\$6,145,617.27
146	4/1/2033	\$6,145,617.27	\$47,581.84	\$0.00	\$47,581.84	\$15,573.42	\$32,008.42	\$6,130,043.85
147	5/1/2033	\$6,130,043.85	\$47,581.84	\$0.00	\$47,581.84	\$15,654.53	\$31,927.31	\$6,114,389.32
148	6/1/2033	\$6,114,389.32	\$47,581.84	\$0.00	\$47,581.84	\$15,736.07	\$31,845.78	\$6,098,653.25
149	7/1/2033	\$6,098,653.25	\$47,581.84	\$0.00	\$47,581.84	\$15,818.02	\$31,763.82	\$6,082,835.23
150	8/1/2033	\$6,082,835.23	\$47,581.84	\$0.00	\$47,581.84	\$15,900.41	\$31,681.43	\$6,066,934.82
151	9/1/2033	\$6,066,934.82	\$47,581.84	\$0.00	\$47,581.84	\$15,983.22	\$31,598.62	\$6,050,951.59
152	10/1/2033	\$6,050,951.59	\$47,581.84	\$0.00	\$47,581.84	\$16,066.47	\$31,515.37	\$6,034,885.12
153	11/1/2033	\$6,034,885.12	\$47,581.84	\$0.00	\$47,581.84	\$16,150.15	\$31,431.69	\$6,018,734.97
154	12/1/2033	\$6,018,734.97	\$47,581.84	\$0.00	\$47,581.84	\$16,234.27	\$31,347.58	\$6,002,500.71

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
155	1/1/2034	\$6,002,500.71	\$47,581.84	\$0.00	\$47,581.84	\$16,318.82	\$31,263.02	\$5,986,181.89
156	2/1/2034	\$5,986,181.89	\$47,581.84	\$0.00	\$47,581.84	\$16,403.81	\$31,178.03	\$5,969,778.07
157	3/1/2034	\$5,969,778.07	\$47,581.84	\$0.00	\$47,581.84	\$16,489.25	\$31,092.59	\$5,953,288.82
158	4/1/2034	\$5,953,288.82	\$47,581.84	\$0.00	\$47,581.84	\$16,575.13	\$31,006.71	\$5,936,713.69
159	5/1/2034	\$5,936,713.69	\$47,581.84	\$0.00	\$47,581.84	\$16,661.46	\$30,920.38	\$5,920,052.23
160	6/1/2034	\$5,920,052.23	\$47,581.84	\$0.00	\$47,581.84	\$16,748.24	\$30,833.61	\$5,903,304.00
161	7/1/2034	\$5,903,304.00	\$47,581.84	\$0.00	\$47,581.84	\$16,835.47	\$30,746.37	\$5,886,468.53
162	8/1/2034	\$5,886,468.53	\$47,581.84	\$0.00	\$47,581.84	\$16,923.15	\$30,658.69	\$5,869,545.38
163	9/1/2034	\$5,869,545.38	\$47,581.84	\$0.00	\$47,581.84	\$17,011.29	\$30,570.55	\$5,852,534.08
164	10/1/2034	\$5,852,534.08	\$47,581.84	\$0.00	\$47,581.84	\$17,099.89	\$30,481.95	\$5,835,434.19
165	11/1/2034	\$5,835,434.19	\$47,581.84	\$0.00	\$47,581.84	\$17,188.96	\$30,392.89	\$5,818,245.23
166	12/1/2034	\$5,818,245.23	\$47,581.84	\$0.00	\$47,581.84	\$17,278.48	\$30,303.36	\$5,800,966.75
167	1/1/2035	\$5,800,966.75	\$47,581.84	\$0.00	\$47,581.84	\$17,368.47	\$30,213.37	\$5,783,598.27
168	2/1/2035	\$5,783,598.27	\$47,581.84	\$0.00	\$47,581.84	\$17,458.94	\$30,122.91	\$5,766,139.34
169	3/1/2035	\$5,766,139.34	\$47,581.84	\$0.00	\$47,581.84	\$17,549.87	\$30,031.98	\$5,748,589.47
170	4/1/2035	\$5,748,589.47	\$47,581.84	\$0.00	\$47,581.84	\$17,641.27	\$29,940.57	\$5,730,948.20
171	5/1/2035	\$5,730,948.20	\$47,581.84	\$0.00	\$47,581.84	\$17,733.15	\$29,848.69	\$5,713,215.04
172	6/1/2035	\$5,713,215.04	\$47,581.84	\$0.00	\$47,581.84	\$17,825.51	\$29,756.33	\$5,695,389.53
173	7/1/2035	\$5,695,389.53	\$47,581.84	\$0.00	\$47,581.84	\$17,918.36	\$29,663.49	\$5,677,471.17
174	8/1/2035	\$5,677,471.17	\$47,581.84	\$0.00	\$47,581.84	\$18,011.68	\$29,570.16	\$5,659,459.49
175	9/1/2035	\$5,659,459.49	\$47,581.84	\$0.00	\$47,581.84	\$18,105.49	\$29,476.35	\$5,641,354.00
176	10/1/2035	\$5,641,354.00	\$47,581.84	\$0.00	\$47,581.84	\$18,199.79	\$29,382.05	\$5,623,154.21
177	11/1/2035	\$5,623,154.21	\$47,581.84	\$0.00	\$47,581.84	\$18,294.58	\$29,287.26	\$5,604,859.62
178	12/1/2035	\$5,604,859.62	\$47,581.84	\$0.00	\$47,581.84	\$18,389.87	\$29,191.98	\$5,586,469.76
179	1/1/2036	\$5,586,469.76	\$47,581.84	\$0.00	\$47,581.84	\$18,485.65	\$29,096.20	\$5,567,984.11
180	2/1/2036	\$5,567,984.11	\$47,581.84	\$0.00	\$47,581.84	\$18,581.93	\$28,999.92	\$5,549,402.18
181	3/1/2036	\$5,549,402.18	\$47,581.84	\$0.00	\$47,581.84	\$18,678.71	\$28,903.14	\$5,530,723.48
182	4/1/2036	\$5,530,723.48	\$47,581.84	\$0.00	\$47,581.84	\$18,775.99	\$28,805.85	\$5,511,947.49
183	5/1/2036	\$5,511,947.49	\$47,581.84	\$0.00	\$47,581.84	\$18,873.78	\$28,708.06	\$5,493,073.70
184	6/1/2036	\$5,493,073.70	\$47,581.84	\$0.00	\$47,581.84	\$18,972.08	\$28,609.76	\$5,474,101.62
185	7/1/2036	\$5,474,101.62	\$47,581.84	\$0.00	\$47,581.84	\$19,070.90	\$28,510.95	\$5,455,030.72
186	8/1/2036	\$5,455,030.72	\$47,581.84	\$0.00	\$47,581.84	\$19,170.22	\$28,411.62	\$5,435,860.50
187	9/1/2036	\$5,435,860.50	\$47,581.84	\$0.00	\$47,581.84	\$19,270.07	\$28,311.77	\$5,416,590.43
188	10/1/2036	\$5,416,590.43	\$47,581.84	\$0.00	\$47,581.84	\$19,370.43	\$28,211.41	\$5,397,219.99
189	11/1/2036	\$5,397,219.99	\$47,581.84	\$0.00	\$47,581.84	\$19,471.32	\$28,110.52	\$5,377,748.67
190	12/1/2036	\$5,377,748.67	\$47,581.84	\$0.00	\$47,581.84	\$19,572.74	\$28,009.11	\$5,358,175.93
191	1/1/2037	\$5,358,175.93	\$47,581.84	\$0.00	\$47,581.84	\$19,674.68	\$27,907.17	\$5,338,501.26
192	2/1/2037	\$5,338,501.26	\$47,581.84	\$0.00	\$47,581.84	\$19,777.15	\$27,804.69	\$5,318,724.11
193	3/1/2037	\$5,318,724.11	\$47,581.84	\$0.00	\$47,581.84	\$19,880.16	\$27,701.69	\$5,298,843.95
194	4/1/2037	\$5,298,843.95	\$47,581.84	\$0.00	\$47,581.84	\$19,983.70	\$27,598.15	\$5,278,860.25
195	5/1/2037	\$5,278,860.25	\$47,581.84	\$0.00	\$47,581.84	\$20,087.78	\$27,494.06	\$5,258,772.47
196	6/1/2037	\$5,258,772.47	\$47,581.84	\$0.00	\$47,581.84	\$20,192.40	\$27,389.44	\$5,238,580.07

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
197	7/1/2037	\$5,238,580.07	\$47,581.84	\$0.00	\$47,581.84	\$20,297.57	\$27,284.27	\$5,218,282.50
198	8/1/2037	\$5,218,282.50	\$47,581.84	\$0.00	\$47,581.84	\$20,403.29	\$27,178.55	\$5,197,879.21
199	9/1/2037	\$5,197,879.21	\$47,581.84	\$0.00	\$47,581.84	\$20,509.56	\$27,072.29	\$5,177,369.65
200	10/1/2037	\$5,177,369.65	\$47,581.84	\$0.00	\$47,581.84	\$20,616.38	\$26,965.47	\$5,156,753.28
201	11/1/2037	\$5,156,753.28	\$47,581.84	\$0.00	\$47,581.84	\$20,723.75	\$26,858.09	\$5,136,029.53
202	12/1/2037	\$5,136,029.53	\$47,581.84	\$0.00	\$47,581.84	\$20,831.69	\$26,750.15	\$5,115,197.84
203	1/1/2038	\$5,115,197.84	\$47,581.84	\$0.00	\$47,581.84	\$20,940.19	\$26,641.66	\$5,094,257.65
204	2/1/2038	\$5,094,257.65	\$47,581.84	\$0.00	\$47,581.84	\$21,049.25	\$26,532.59	\$5,073,208.40
205	3/1/2038	\$5,073,208.40	\$47,581.84	\$0.00	\$47,581.84	\$21,158.88	\$26,422.96	\$5,052,049.51
206	4/1/2038	\$5,052,049.51	\$47,581.84	\$0.00	\$47,581.84	\$21,269.09	\$26,312.76	\$5,030,780.43
207	5/1/2038	\$5,030,780.43	\$47,581.84	\$0.00	\$47,581.84	\$21,379.86	\$26,201.98	\$5,009,400.57
208	6/1/2038	\$5,009,400.57	\$47,581.84	\$0.00	\$47,581.84	\$21,491.22	\$26,090.63	\$4,987,909.35
209	7/1/2038	\$4,987,909.35	\$47,581.84	\$0.00	\$47,581.84	\$21,603.15	\$25,978.69	\$4,966,306.20
210	8/1/2038	\$4,966,306.20	\$47,581.84	\$0.00	\$47,581.84	\$21,715.67	\$25,866.18	\$4,944,590.54
211	9/1/2038	\$4,944,590.54	\$47,581.84	\$0.00	\$47,581.84	\$21,828.77	\$25,753.08	\$4,922,761.77
212	10/1/2038	\$4,922,761.77	\$47,581.84	\$0.00	\$47,581.84	\$21,942.46	\$25,639.38	\$4,900,819.31
213	11/1/2038	\$4,900,819.31	\$47,581.84	\$0.00	\$47,581.84	\$22,056.74	\$25,525.10	\$4,878,762.57
214	12/1/2038	\$4,878,762.57	\$47,581.84	\$0.00	\$47,581.84	\$22,171.62	\$25,410.22	\$4,856,590.95
215	1/1/2039	\$4,856,590.95	\$47,581.84	\$0.00	\$47,581.84	\$22,287.10	\$25,294.74	\$4,834,303.85
216	2/1/2039	\$4,834,303.85	\$47,581.84	\$0.00	\$47,581.84	\$22,403.18	\$25,178.67	\$4,811,900.67
217	3/1/2039	\$4,811,900.67	\$47,581.84	\$0.00	\$47,581.84	\$22,519.86	\$25,061.98	\$4,789,380.81
218	4/1/2039	\$4,789,380.81	\$47,581.84	\$0.00	\$47,581.84	\$22,637.15	\$24,944.69	\$4,766,743.66
219	5/1/2039	\$4,766,743.66	\$47,581.84	\$0.00	\$47,581.84	\$22,755.05	\$24,826.79	\$4,743,988.60
220	6/1/2039	\$4,743,988.60	\$47,581.84	\$0.00	\$47,581.84	\$22,873.57	\$24,708.27	\$4,721,115.03
221	7/1/2039	\$4,721,115.03	\$47,581.84	\$0.00	\$47,581.84	\$22,992.70	\$24,589.14	\$4,698,122.33
222	8/1/2039	\$4,698,122.33	\$47,581.84	\$0.00	\$47,581.84	\$23,112.46	\$24,469.39	\$4,675,009.88
223	9/1/2039	\$4,675,009.88	\$47,581.84	\$0.00	\$47,581.84	\$23,232.83	\$24,349.01	\$4,651,777.04
224	10/1/2039	\$4,651,777.04	\$47,581.84	\$0.00	\$47,581.84	\$23,353.84	\$24,228.01	\$4,628,423.20
225	11/1/2039	\$4,628,423.20	\$47,581.84	\$0.00	\$47,581.84	\$23,475.47	\$24,106.37	\$4,604,947.73
226	12/1/2039	\$4,604,947.73	\$47,581.84	\$0.00	\$47,581.84	\$23,597.74	\$23,984.10	\$4,581,349.99
227	1/1/2040	\$4,581,349.99	\$47,581.84	\$0.00	\$47,581.84	\$23,720.65	\$23,861.20	\$4,557,629.35
228	2/1/2040	\$4,557,629.35	\$47,581.84	\$0.00	\$47,581.84	\$23,844.19	\$23,737.65	\$4,533,785.16
229	3/1/2040	\$4,533,785.16	\$47,581.84	\$0.00	\$47,581.84	\$23,968.38	\$23,613.46	\$4,509,816.78
230	4/1/2040	\$4,509,816.78	\$47,581.84	\$0.00	\$47,581.84	\$24,093.21	\$23,488.63	\$4,485,723.56
231	5/1/2040	\$4,485,723.56	\$47,581.84	\$0.00	\$47,581.84	\$24,218.70	\$23,363.14	\$4,461,504.86
232	6/1/2040	\$4,461,504.86	\$47,581.84	\$0.00	\$47,581.84	\$24,344.84	\$23,237.00	\$4,437,160.02
233	7/1/2040	\$4,437,160.02	\$47,581.84	\$0.00	\$47,581.84	\$24,471.63	\$23,110.21	\$4,412,688.39
234	8/1/2040	\$4,412,688.39	\$47,581.84	\$0.00	\$47,581.84	\$24,599.09	\$22,982.75	\$4,388,089.30
235	9/1/2040	\$4,388,089.30	\$47,581.84	\$0.00	\$47,581.84	\$24,727.21	\$22,854.63	\$4,363,362.09
236	10/1/2040	\$4,363,362.09	\$47,581.84	\$0.00	\$47,581.84	\$24,856.00	\$22,725.84	\$4,338,506.09
237	11/1/2040	\$4,338,506.09	\$47,581.84	\$0.00	\$47,581.84	\$24,985.46	\$22,596.39	\$4,313,520.63
238	12/1/2040	\$4,313,520.63	\$47,581.84	\$0.00	\$47,581.84	\$25,115.59	\$22,466.25	\$4,288,405.04

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
239	1/1/2041	\$4,288,405.04	\$47,581.84	\$0.00	\$47,581.84	\$25,246.40	\$22,335.44	\$4,263,158.64
240	2/1/2041	\$4,263,158.64	\$47,581.84	\$0.00	\$47,581.84	\$25,377.89	\$22,203.95	\$4,237,780.75
241	3/1/2041	\$4,237,780.75	\$47,581.84	\$0.00	\$47,581.84	\$25,510.07	\$22,071.77	\$4,212,270.68
242	4/1/2041	\$4,212,270.68	\$47,581.84	\$0.00	\$47,581.84	\$25,642.93	\$21,938.91	\$4,186,627.75
243	5/1/2041	\$4,186,627.75	\$47,581.84	\$0.00	\$47,581.84	\$25,776.49	\$21,805.35	\$4,160,851.26
244	6/1/2041	\$4,160,851.26	\$47,581.84	\$0.00	\$47,581.84	\$25,910.74	\$21,671.10	\$4,134,940.51
245	7/1/2041	\$4,134,940.51	\$47,581.84	\$0.00	\$47,581.84	\$26,045.69	\$21,536.15	\$4,108,894.82
246	8/1/2041	\$4,108,894.82	\$47,581.84	\$0.00	\$47,581.84	\$26,181.35	\$21,400.49	\$4,082,713.47
247	9/1/2041	\$4,082,713.47	\$47,581.84	\$0.00	\$47,581.84	\$26,317.71	\$21,264.13	\$4,056,395.76
248	10/1/2041	\$4,056,395.76	\$47,581.84	\$0.00	\$47,581.84	\$26,454.78	\$21,127.06	\$4,029,940.98
249	11/1/2041	\$4,029,940.98	\$47,581.84	\$0.00	\$47,581.84	\$26,592.57	\$20,989.28	\$4,003,348.41
250	12/1/2041	\$4,003,348.41	\$47,581.84	\$0.00	\$47,581.84	\$26,731.07	\$20,850.77	\$3,976,617.34
251	1/1/2042	\$3,976,617.34	\$47,581.84	\$0.00	\$47,581.84	\$26,870.29	\$20,711.55	\$3,949,747.04
252	2/1/2042	\$3,949,747.04	\$47,581.84	\$0.00	\$47,581.84	\$27,010.24	\$20,571.60	\$3,922,736.80
253	3/1/2042	\$3,922,736.80	\$47,581.84	\$0.00	\$47,581.84	\$27,150.92	\$20,430.92	\$3,895,585.88
254	4/1/2042	\$3,895,585.88	\$47,581.84	\$0.00	\$47,581.84	\$27,292.33	\$20,289.51	\$3,868,293.54
255	5/1/2042	\$3,868,293.54	\$47,581.84	\$0.00	\$47,581.84	\$27,434.48	\$20,147.36	\$3,840,859.06
256	6/1/2042	\$3,840,859.06	\$47,581.84	\$0.00	\$47,581.84	\$27,577.37	\$20,004.47	\$3,813,281.69
257	7/1/2042	\$3,813,281.69	\$47,581.84	\$0.00	\$47,581.84	\$27,721.00	\$19,860.84	\$3,785,560.69
258	8/1/2042	\$3,785,560.69	\$47,581.84	\$0.00	\$47,581.84	\$27,865.38	\$19,716.46	\$3,757,695.31
259	9/1/2042	\$3,757,695.31	\$47,581.84	\$0.00	\$47,581.84	\$28,010.51	\$19,571.33	\$3,729,684.80
260	10/1/2042	\$3,729,684.80	\$47,581.84	\$0.00	\$47,581.84	\$28,156.40	\$19,425.44	\$3,701,528.40
261	11/1/2042	\$3,701,528.40	\$47,581.84	\$0.00	\$47,581.84	\$28,303.05	\$19,278.79	\$3,673,225.35
262	12/1/2042	\$3,673,225.35	\$47,581.84	\$0.00	\$47,581.84	\$28,450.46	\$19,131.38	\$3,644,774.88
263	1/1/2043	\$3,644,774.88	\$47,581.84	\$0.00	\$47,581.84	\$28,598.64	\$18,983.20	\$3,616,176.24
264	2/1/2043	\$3,616,176.24	\$47,581.84	\$0.00	\$47,581.84	\$28,747.59	\$18,834.25	\$3,587,428.65
265	3/1/2043	\$3,587,428.65	\$47,581.84	\$0.00	\$47,581.84	\$28,897.32	\$18,684.52	\$3,558,531.33
266	4/1/2043	\$3,558,531.33	\$47,581.84	\$0.00	\$47,581.84	\$29,047.83	\$18,534.02	\$3,529,483.51
267	5/1/2043	\$3,529,483.51	\$47,581.84	\$0.00	\$47,581.84	\$29,199.12	\$18,382.73	\$3,500,284.39
268	6/1/2043	\$3,500,284.39	\$47,581.84	\$0.00	\$47,581.84	\$29,351.20	\$18,230.65	\$3,470,933.19
269	7/1/2043	\$3,470,933.19	\$47,581.84	\$0.00	\$47,581.84	\$29,504.07	\$18,077.78	\$3,441,429.13
270	8/1/2043	\$3,441,429.13	\$47,581.84	\$0.00	\$47,581.84	\$29,657.73	\$17,924.11	\$3,411,771.40
271	9/1/2043	\$3,411,771.40	\$47,581.84	\$0.00	\$47,581.84	\$29,812.20	\$17,769.64	\$3,381,959.19
272	10/1/2043	\$3,381,959.19	\$47,581.84	\$0.00	\$47,581.84	\$29,967.47	\$17,614.37	\$3,351,991.72
273	11/1/2043	\$3,351,991.72	\$47,581.84	\$0.00	\$47,581.84	\$30,123.55	\$17,458.29	\$3,321,868.17
274	12/1/2043	\$3,321,868.17	\$47,581.84	\$0.00	\$47,581.84	\$30,280.45	\$17,301.40	\$3,291,587.72
275	1/1/2044	\$3,291,587.72	\$47,581.84	\$0.00	\$47,581.84	\$30,438.16	\$17,143.69	\$3,261,149.57
276	2/1/2044	\$3,261,149.57	\$47,581.84	\$0.00	\$47,581.84	\$30,596.69	\$16,985.15	\$3,230,552.88
277	3/1/2044	\$3,230,552.88	\$47,581.84	\$0.00	\$47,581.84	\$30,756.05	\$16,825.80	\$3,199,796.83
278	4/1/2044	\$3,199,796.83	\$47,581.84	\$0.00	\$47,581.84	\$30,916.23	\$16,665.61	\$3,168,880.59
279	5/1/2044	\$3,168,880.59	\$47,581.84	\$0.00	\$47,581.84	\$31,077.26	\$16,504.59	\$3,137,803.34
280	6/1/2044	\$3,137,803.34	\$47,581.84	\$0.00	\$47,581.84	\$31,239.12	\$16,342.73	\$3,106,564.22

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
281	7/1/2044	\$3,106,564.22	\$47,581.84	\$0.00	\$47,581.84	\$31,401.82	\$16,180.02	\$3,075,162.40
282	8/1/2044	\$3,075,162.40	\$47,581.84	\$0.00	\$47,581.84	\$31,565.37	\$16,016.47	\$3,043,597.03
283	9/1/2044	\$3,043,597.03	\$47,581.84	\$0.00	\$47,581.84	\$31,729.78	\$15,852.07	\$3,011,867.25
284	10/1/2044	\$3,011,867.25	\$47,581.84	\$0.00	\$47,581.84	\$31,895.03	\$15,686.81	\$2,979,972.22
285	11/1/2044	\$2,979,972.22	\$47,581.84	\$0.00	\$47,581.84	\$32,061.15	\$15,520.69	\$2,947,911.06
286	12/1/2044	\$2,947,911.06	\$47,581.84	\$0.00	\$47,581.84	\$32,228.14	\$15,353.70	\$2,915,682.92
287	1/1/2045	\$2,915,682.92	\$47,581.84	\$0.00	\$47,581.84	\$32,395.99	\$15,185.85	\$2,883,286.93
288	2/1/2045	\$2,883,286.93	\$47,581.84	\$0.00	\$47,581.84	\$32,564.72	\$15,017.12	\$2,850,722.20
289	3/1/2045	\$2,850,722.20	\$47,581.84	\$0.00	\$47,581.84	\$32,734.33	\$14,847.51	\$2,817,987.87
290	4/1/2045	\$2,817,987.87	\$47,581.84	\$0.00	\$47,581.84	\$32,904.82	\$14,677.02	\$2,785,083.05
291	5/1/2045	\$2,785,083.05	\$47,581.84	\$0.00	\$47,581.84	\$33,076.20	\$14,505.64	\$2,752,006.85
292	6/1/2045	\$2,752,006.85	\$47,581.84	\$0.00	\$47,581.84	\$33,248.47	\$14,333.37	\$2,718,758.37
293	7/1/2045	\$2,718,758.37	\$47,581.84	\$0.00	\$47,581.84	\$33,421.64	\$14,160.20	\$2,685,336.73
294	8/1/2045	\$2,685,336.73	\$47,581.84	\$0.00	\$47,581.84	\$33,595.71	\$13,986.13	\$2,651,741.01
295	9/1/2045	\$2,651,741.01	\$47,581.84	\$0.00	\$47,581.84	\$33,770.69	\$13,811.15	\$2,617,970.32
296	10/1/2045	\$2,617,970.32	\$47,581.84	\$0.00	\$47,581.84	\$33,946.58	\$13,635.26	\$2,584,023.74
297	11/1/2045	\$2,584,023.74	\$47,581.84	\$0.00	\$47,581.84	\$34,123.39	\$13,458.46	\$2,549,900.35
298	12/1/2045	\$2,549,900.35	\$47,581.84	\$0.00	\$47,581.84	\$34,301.11	\$13,280.73	\$2,515,599.24
299	1/1/2046	\$2,515,599.24	\$47,581.84	\$0.00	\$47,581.84	\$34,479.76	\$13,102.08	\$2,481,119.48
300	2/1/2046	\$2,481,119.48	\$47,581.84	\$0.00	\$47,581.84	\$34,659.35	\$12,922.50	\$2,446,460.13
301	3/1/2046	\$2,446,460.13	\$47,581.84	\$0.00	\$47,581.84	\$34,839.86	\$12,741.98	\$2,411,620.27
302	4/1/2046	\$2,411,620.27	\$47,581.84	\$0.00	\$47,581.84	\$35,021.32	\$12,560.52	\$2,376,598.95
303	5/1/2046	\$2,376,598.95	\$47,581.84	\$0.00	\$47,581.84	\$35,203.72	\$12,378.12	\$2,341,395.22
304	6/1/2046	\$2,341,395.22	\$47,581.84	\$0.00	\$47,581.84	\$35,387.08	\$12,194.77	\$2,306,008.15
305	7/1/2046	\$2,306,008.15	\$47,581.84	\$0.00	\$47,581.84	\$35,571.38	\$12,010.46	\$2,270,436.76
306	8/1/2046	\$2,270,436.76	\$47,581.84	\$0.00	\$47,581.84	\$35,756.65	\$11,825.19	\$2,234,680.11
307	9/1/2046	\$2,234,680.11	\$47,581.84	\$0.00	\$47,581.84	\$35,942.88	\$11,638.96	\$2,198,737.23
308	10/1/2046	\$2,198,737.23	\$47,581.84	\$0.00	\$47,581.84	\$36,130.09	\$11,451.76	\$2,162,607.14
309	11/1/2046	\$2,162,607.14	\$47,581.84	\$0.00	\$47,581.84	\$36,318.26	\$11,263.58	\$2,126,288.87
310	12/1/2046	\$2,126,288.87	\$47,581.84	\$0.00	\$47,581.84	\$36,507.42	\$11,074.42	\$2,089,781.45
311	1/1/2047	\$2,089,781.45	\$47,581.84	\$0.00	\$47,581.84	\$36,697.56	\$10,884.28	\$2,053,083.89
312	2/1/2047	\$2,053,083.89	\$47,581.84	\$0.00	\$47,581.84	\$36,888.70	\$10,693.15	\$2,016,195.19
313	3/1/2047	\$2,016,195.19	\$47,581.84	\$0.00	\$47,581.84	\$37,080.83	\$10,501.02	\$1,979,114.36
314	4/1/2047	\$1,979,114.36	\$47,581.84	\$0.00	\$47,581.84	\$37,273.96	\$10,307.89	\$1,941,840.41
315	5/1/2047	\$1,941,840.41	\$47,581.84	\$0.00	\$47,581.84	\$37,468.09	\$10,113.75	\$1,904,372.32
316	6/1/2047	\$1,904,372.32	\$47,581.84	\$0.00	\$47,581.84	\$37,663.24	\$9,918.61	\$1,866,709.08
317	7/1/2047	\$1,866,709.08	\$47,581.84	\$0.00	\$47,581.84	\$37,859.40	\$9,722.44	\$1,828,849.68
318	8/1/2047	\$1,828,849.68	\$47,581.84	\$0.00	\$47,581.84	\$38,056.58	\$9,525.26	\$1,790,793.09
319	9/1/2047	\$1,790,793.09	\$47,581.84	\$0.00	\$47,581.84	\$38,254.80	\$9,327.05	\$1,752,538.30
320	10/1/2047	\$1,752,538.30	\$47,581.84	\$0.00	\$47,581.84	\$38,454.04	\$9,127.80	\$1,714,084.26
321	11/1/2047	\$1,714,084.26	\$47,581.84	\$0.00	\$47,581.84	\$38,654.32	\$8,927.52	\$1,675,429.94
322	12/1/2047	\$1,675,429.94	\$47,581.84	\$0.00	\$47,581.84	\$38,855.65	\$8,726.20	\$1,636,574.29

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
323	1/1/2048	\$1,636,574.29	\$47,581.84	\$0.00	\$47,581.84	\$39,058.02	\$8,523.82	\$1,597,516.27
324	2/1/2048	\$1,597,516.27	\$47,581.84	\$0.00	\$47,581.84	\$39,261.45	\$8,320.40	\$1,558,254.83
325	3/1/2048	\$1,558,254.83	\$47,581.84	\$0.00	\$47,581.84	\$39,465.93	\$8,115.91	\$1,518,788.89
326	4/1/2048	\$1,518,788.89	\$47,581.84	\$0.00	\$47,581.84	\$39,671.48	\$7,910.36	\$1,479,117.41
327	5/1/2048	\$1,479,117.41	\$47,581.84	\$0.00	\$47,581.84	\$39,878.11	\$7,703.74	\$1,439,239.30
328	6/1/2048	\$1,439,239.30	\$47,581.84	\$0.00	\$47,581.84	\$40,085.81	\$7,496.04	\$1,399,153.50
329	7/1/2048	\$1,399,153.50	\$47,581.84	\$0.00	\$47,581.84	\$40,294.59	\$7,287.26	\$1,358,858.91
330	8/1/2048	\$1,358,858.91	\$47,581.84	\$0.00	\$47,581.84	\$40,504.45	\$7,077.39	\$1,318,354.46
331	9/1/2048	\$1,318,354.46	\$47,581.84	\$0.00	\$47,581.84	\$40,715.41	\$6,866.43	\$1,277,639.04
332	10/1/2048	\$1,277,639.04	\$47,581.84	\$0.00	\$47,581.84	\$40,927.47	\$6,654.37	\$1,236,711.57
333	11/1/2048	\$1,236,711.57	\$47,581.84	\$0.00	\$47,581.84	\$41,140.64	\$6,441.21	\$1,195,570.93
334	12/1/2048	\$1,195,570.93	\$47,581.84	\$0.00	\$47,581.84	\$41,354.91	\$6,226.93	\$1,154,216.02
335	1/1/2049	\$1,154,216.02	\$47,581.84	\$0.00	\$47,581.84	\$41,570.30	\$6,011.54	\$1,112,645.72
336	2/1/2049	\$1,112,645.72	\$47,581.84	\$0.00	\$47,581.84	\$41,786.81	\$5,795.03	\$1,070,858.91
337	3/1/2049	\$1,070,858.91	\$47,581.84	\$0.00	\$47,581.84	\$42,004.45	\$5,577.39	\$1,028,854.45
338	4/1/2049	\$1,028,854.45	\$47,581.84	\$0.00	\$47,581.84	\$42,223.23	\$5,358.62	\$986,631.23
339	5/1/2049	\$986,631.23	\$47,581.84	\$0.00	\$47,581.84	\$42,443.14	\$5,138.70	\$944,188.09
340	6/1/2049	\$944,188.09	\$47,581.84	\$0.00	\$47,581.84	\$42,664.20	\$4,917.65	\$901,523.89
341	7/1/2049	\$901,523.89	\$47,581.84	\$0.00	\$47,581.84	\$42,886.41	\$4,695.44	\$858,637.49
342	8/1/2049	\$858,637.49	\$47,581.84	\$0.00	\$47,581.84	\$43,109.77	\$4,472.07	\$815,527.71
343	9/1/2049	\$815,527.71	\$47,581.84	\$0.00	\$47,581.84	\$43,334.30	\$4,247.54	\$772,193.41
344	10/1/2049	\$772,193.41	\$47,581.84	\$0.00	\$47,581.84	\$43,560.00	\$4,021.84	\$728,633.41
345	11/1/2049	\$728,633.41	\$47,581.84	\$0.00	\$47,581.84	\$43,786.88	\$3,794.97	\$684,846.53
346	12/1/2049	\$684,846.53	\$47,581.84	\$0.00	\$47,581.84	\$44,014.93	\$3,566.91	\$640,831.60
347	1/1/2050	\$640,831.60	\$47,581.84	\$0.00	\$47,581.84	\$44,244.18	\$3,337.66	\$596,587.42
348	2/1/2050	\$596,587.42	\$47,581.84	\$0.00	\$47,581.84	\$44,474.62	\$3,107.23	\$552,112.80
349	3/1/2050	\$552,112.80	\$47,581.84	\$0.00	\$47,581.84	\$44,706.26	\$2,875.59	\$507,406.54
350	4/1/2050	\$507,406.54	\$47,581.84	\$0.00	\$47,581.84	\$44,939.10	\$2,642.74	\$462,467.44
351	5/1/2050	\$462,467.44	\$47,581.84	\$0.00	\$47,581.84	\$45,173.16	\$2,408.68	\$417,294.28
352	6/1/2050	\$417,294.28	\$47,581.84	\$0.00	\$47,581.84	\$45,408.44	\$2,173.41	\$371,885.85
353	7/1/2050	\$371,885.85	\$47,581.84	\$0.00	\$47,581.84	\$45,644.94	\$1,936.91	\$326,240.91
354	8/1/2050	\$326,240.91	\$47,581.84	\$0.00	\$47,581.84	\$45,882.67	\$1,699.17	\$280,358.24
355	9/1/2050	\$280,358.24	\$47,581.84	\$0.00	\$47,581.84	\$46,121.64	\$1,460.20	\$234,236.59
356	10/1/2050	\$234,236.59	\$47,581.84	\$0.00	\$47,581.84	\$46,361.86	\$1,219.98	\$187,874.73
357	11/1/2050	\$187,874.73	\$47,581.84	\$0.00	\$47,581.84	\$46,603.33	\$978.51	\$141,271.40
358	12/1/2050	\$141,271.40	\$47,581.84	\$0.00	\$47,581.84	\$46,846.05	\$735.79	\$94,425.35
359	1/1/2051	\$94,425.35	\$47,581.84	\$0.00	\$47,581.84	\$47,090.04	\$491.80	\$47,335.31
360	2/1/2051	\$47,335.31	\$47,581.84	\$0.00	\$47,335.31	\$47,088.77	\$246.54	\$0.00

**CUMULATIVE
INTEREST**

\$40,249.34
\$80,460.49
\$120,633.25
\$160,767.42
\$200,862.80
\$240,919.19
\$280,936.38
\$320,914.17
\$360,852.36
\$400,750.74
\$440,609.10
\$480,427.24
\$520,204.94
\$559,941.99
\$599,638.18
\$639,293.30
\$678,907.14
\$718,479.48
\$758,010.10
\$797,498.79
\$836,945.32
\$876,349.49
\$915,711.06
\$955,029.82
\$994,305.54
\$1,033,538.00
\$1,072,726.98
\$1,111,872.24

**CUMULATIVE
INTEREST**

\$1,150,973.56
\$1,190,030.71
\$1,229,043.46
\$1,268,011.58
\$1,306,934.84
\$1,345,813.00
\$1,384,645.83
\$1,423,433.10
\$1,462,174.55
\$1,500,869.97
\$1,539,519.10
\$1,578,121.70
\$1,616,677.54
\$1,655,186.37
\$1,693,647.94
\$1,732,062.01
\$1,770,428.33
\$1,808,746.66
\$1,847,016.74
\$1,885,238.32
\$1,923,411.14
\$1,961,534.97
\$1,999,609.53
\$2,037,634.57
\$2,075,609.84
\$2,113,535.08
\$2,151,410.02
\$2,189,234.40
\$2,227,007.96
\$2,264,730.44
\$2,302,401.57
\$2,340,021.08
\$2,377,588.70
\$2,415,104.17
\$2,452,567.20
\$2,489,977.54
\$2,527,334.89
\$2,564,639.00
\$2,601,889.57
\$2,639,086.34
\$2,676,229.01
\$2,713,317.32

**CUMULATIVE
INTEREST**

\$2,750,350.97
\$2,787,329.69
\$2,824,253.18
\$2,861,121.15
\$2,897,933.33
\$2,934,689.41
\$2,971,389.11
\$3,008,032.14
\$3,044,618.18
\$3,081,146.96
\$3,117,618.17
\$3,154,031.52
\$3,190,386.69
\$3,226,683.39
\$3,262,921.32
\$3,299,100.16
\$3,335,219.61
\$3,371,279.36
\$3,407,279.10
\$3,443,218.52
\$3,479,097.30
\$3,514,915.12
\$3,550,671.68
\$3,586,366.64
\$3,621,999.70
\$3,657,570.52
\$3,693,078.78
\$3,728,524.16
\$3,763,906.33
\$3,799,224.96
\$3,834,479.72
\$3,869,670.27
\$3,904,796.29
\$3,939,857.43
\$3,974,853.36
\$4,009,783.74
\$4,044,648.23
\$4,079,446.48
\$4,114,178.15
\$4,148,842.89
\$4,183,440.35
\$4,217,970.19

**CUMULATIVE
INTEREST**

\$4,252,432.05
\$4,286,825.57
\$4,321,150.41
\$4,355,406.20
\$4,389,592.58
\$4,423,709.19
\$4,457,755.68
\$4,491,731.66
\$4,525,636.79
\$4,559,470.68
\$4,593,232.96
\$4,626,923.27
\$4,660,541.23
\$4,694,086.45
\$4,727,558.57
\$4,760,957.21
\$4,794,281.97
\$4,827,532.48
\$4,860,708.34
\$4,893,809.17
\$4,926,834.58
\$4,959,784.18
\$4,992,657.56
\$5,025,454.34
\$5,058,174.12
\$5,090,816.49
\$5,123,381.04
\$5,155,867.39
\$5,188,275.11
\$5,220,603.80
\$5,252,853.04
\$5,285,022.43
\$5,317,111.54
\$5,349,119.97
\$5,381,047.28
\$5,412,893.06
\$5,444,656.88
\$5,476,338.31
\$5,507,936.93
\$5,539,452.30
\$5,570,883.99
\$5,602,231.57

**CUMULATIVE
INTEREST**

\$5,633,494.60
\$5,664,672.63
\$5,695,765.22
\$5,726,771.93
\$5,757,692.32
\$5,788,525.92
\$5,819,272.30
\$5,849,930.99
\$5,880,501.54
\$5,910,983.49
\$5,941,376.37
\$5,971,679.73
\$6,001,893.10
\$6,032,016.01
\$6,062,047.98
\$6,091,988.55
\$6,121,837.24
\$6,151,593.57
\$6,181,257.06
\$6,210,827.22
\$6,240,303.57
\$6,269,685.62
\$6,298,972.89
\$6,328,164.86
\$6,357,261.06
\$6,386,260.98
\$6,415,164.11
\$6,443,969.96
\$6,472,678.02
\$6,501,287.78
\$6,529,798.73
\$6,558,210.35
\$6,586,522.12
\$6,614,733.53
\$6,642,844.05
\$6,670,853.16
\$6,698,760.32
\$6,726,565.02
\$6,754,266.71
\$6,781,864.85
\$6,809,358.92
\$6,836,748.36

**CUMULATIVE
INTEREST**

\$6,864,032.63
\$6,891,211.18
\$6,918,283.47
\$6,945,248.94
\$6,972,107.03
\$6,998,857.18
\$7,025,498.84
\$7,052,031.43
\$7,078,454.39
\$7,104,767.15
\$7,130,969.13
\$7,157,059.75
\$7,183,038.45
\$7,208,904.63
\$7,234,657.70
\$7,260,297.09
\$7,285,822.19
\$7,311,232.41
\$7,336,527.15
\$7,361,705.82
\$7,386,767.80
\$7,411,712.49
\$7,436,539.28
\$7,461,247.56
\$7,485,836.70
\$7,510,306.09
\$7,534,655.10
\$7,558,883.10
\$7,582,989.47
\$7,606,973.58
\$7,630,834.77
\$7,654,572.43
\$7,678,185.89
\$7,701,674.52
\$7,725,037.66
\$7,748,274.67
\$7,771,384.88
\$7,794,367.63
\$7,817,222.26
\$7,839,948.10
\$7,862,544.49
\$7,885,010.74

**CUMULATIVE
INTEREST**

\$7,907,346.19
\$7,929,550.14
\$7,951,621.91
\$7,973,560.82
\$7,995,366.17
\$8,017,037.27
\$8,038,573.42
\$8,059,973.92
\$8,081,238.05
\$8,102,365.11
\$8,123,354.39
\$8,144,205.16
\$8,164,916.71
\$8,185,488.31
\$8,205,919.23
\$8,226,208.74
\$8,246,356.10
\$8,266,360.57
\$8,286,221.42
\$8,305,937.88
\$8,325,509.21
\$8,344,934.65
\$8,364,213.44
\$8,383,344.83
\$8,402,328.03
\$8,421,162.28
\$8,439,846.80
\$8,458,380.82
\$8,476,763.55
\$8,494,994.20
\$8,513,071.97
\$8,530,996.08
\$8,548,765.73
\$8,566,380.10
\$8,583,838.39
\$8,601,139.78
\$8,618,283.47
\$8,635,268.62
\$8,652,094.42
\$8,668,760.03
\$8,685,264.61
\$8,701,607.34

**CUMULATIVE
INTEREST**

\$8,717,787.36
\$8,733,803.83
\$8,749,655.90
\$8,765,342.71
\$8,780,863.40
\$8,796,217.10
\$8,811,402.95
\$8,826,420.07
\$8,841,267.58
\$8,855,944.60
\$8,870,450.24
\$8,884,783.61
\$8,898,943.81
\$8,912,929.94
\$8,926,741.09
\$8,940,376.35
\$8,953,834.81
\$8,967,115.54
\$8,980,217.62
\$8,993,140.12
\$9,005,882.10
\$9,018,442.62
\$9,030,820.74
\$9,043,015.51
\$9,055,025.96
\$9,066,851.16
\$9,078,490.12
\$9,089,941.87
\$9,101,205.45
\$9,112,279.87
\$9,123,164.15
\$9,133,857.30
\$9,144,358.31
\$9,154,666.20
\$9,164,779.95
\$9,174,698.56
\$9,184,421.00
\$9,193,946.26
\$9,203,273.31
\$9,212,401.11
\$9,221,328.63
\$9,230,054.83

**CUMULATIVE
INTEREST**

\$9,238,578.65
\$9,246,899.05
\$9,255,014.96
\$9,262,925.32
\$9,270,629.06
\$9,278,125.10
\$9,285,412.35
\$9,292,489.74
\$9,299,356.17
\$9,306,010.54
\$9,312,451.75
\$9,318,678.68
\$9,324,690.22
\$9,330,485.25
\$9,336,062.64
\$9,341,421.26
\$9,346,559.96
\$9,351,477.61
\$9,356,173.05
\$9,360,645.12
\$9,364,892.66
\$9,368,914.50
\$9,372,709.46
\$9,376,276.37
\$9,379,614.04
\$9,382,721.26
\$9,385,596.85
\$9,388,239.59
\$9,390,648.28
\$9,392,821.69
\$9,394,758.59
\$9,396,457.76
\$9,397,917.96
\$9,399,137.94
\$9,400,116.46
\$9,400,852.25
\$9,401,344.05
\$9,401,590.58

EXHIBIT B-6

ACTUAL LEASEHOLD IMPROVEMENT PAYMENT SCHEDULE

(To be provided at a later date)

ADDENDUM 1

ESTIMATED INTERIOR LEASEHOLD IMPROVEMENT COST



Palms Springs Care Clinic TI
35000 sf TI

5/6/2019

Cost Code	Description	Amount	Cost Code	Description	Amount	Cost Code	Description	Amount	
1000	GENERAL CONDITIONS		3000	CONCRETE		9000	FINISHES		
1003	Traffic Control	\$0	3100.1	CC Slab / Footings (Allow)	\$5,000	9100	Metal Panel Soffit	\$0	
1007	Dumpsters	\$18,000	3200	Tilt Up Concrete	\$0	9200	Lath & Plaster	\$0	
1010	Erosion Control / Other	\$0	3201	Concrete Sacking	\$0	9250	Drywall / Metal Framing	\$623,000	
1330	Surveying	\$0	3210	Concrete Stairs	\$0	9250.001	Structural Metal Framing	\$0	
1410	Rental Equipment / Supplies	\$8,500	3300	Concrete Reinforcing	\$0	9300	Ceramic Tile	\$177,380	
1460	Traffic Plates	\$0	3400	Precast Concrete	\$0	9500	Acoustical Ceiling	\$271,782	
1500	Miscellaneous	\$22,500	3401	Poured in Place Concrete Top	\$0	9540	Marlite / FRP	\$0	
1501	Trailer	\$4,500	3803.1	Monument Sign (Allow)	\$25,000	9600	Stone Flooring	\$0	
1502	Temporary Power	\$1,500				9650	Resilient Flooring	\$0	
1503	Monthly Electric	\$1,800				9665	Sheet Vinyl Flooring	\$0	
1504	Water	\$2,600				9680	Carpet	\$0	
1506	Temp Toilets	\$4,000				9680.002	Floor Covering	\$228,869	
1507	Plan Reproduction	\$2,500	4000	MASONRY		9700	Special Flooring	\$0	
1509	Trailer Water	\$0	4200	Building Masonry	\$0	9791	Polished Concrete	\$0	
1510	Temp. Fence	\$0	4230	Site Masonry	\$0	9800	Other Finishes	\$0	
1559	Living Allowance	\$25,000	4400	Precast Masonry	\$0	9900	Painting	\$114,100	
1550	Project Admin	\$20,000	4500	Other Masonry	\$0	9950	Wall Coverings	\$0	
1551	Project Management	\$30,000							
1552	Supervision	\$90,000							
1553	General Labor	\$20,000							
1554	Clean Up	\$32,000	5000	STEEL		10000	MISCELLANEOUS SPECIALTIES		
			5100	Structural Steel	\$15,000	10150	Toilet Partitions	\$25,200	
			5300	Metal Decking	\$0	10300	Sound Room / Accessories	\$0	
			5520	Handrails and Railings	\$0	10400	Signage	\$2,500	
			5600	Other Steel	\$0	10500	Lockers	\$9,000	
						10520	Fire Extinguishers	\$6,000	
						10520.001	Knox Boxes	\$0	
						10530	Awnings	\$0	
2000	SITE WORK		6000	CARPENTRY		10001	Dental Suite (Allow)	\$300,000	
2050	Demolition	\$0	6100	Rough Framing	\$7,500	10800	Toilet & Bath Accessories	\$0	
2051	Misc. Demolition	\$0	6110	Panelized Roof	\$0	10903	Flag Poles	\$12,500	
2053	Rock Blasting	\$0	6190	Other Carpentry	\$0				
2075	Concrete Removal	\$0	6200	Finish Carpentry	\$61,000				
2105	Traffic Control	\$0	6400	Cabinets	\$448,212				
2200	Miscellaneous Grading	\$0	6401	Solid Surface Tops	\$0	11000	EQUIPMENT		
2211	Import/Export	\$0				11160	Dock Equipment	\$0	
2210	Rough / Fine Grading	\$0				11161	Dock Levelers	\$0	
2210.001	Off-Site Grading	\$0	7000	THERM. PROTECT. / SHEET METAL		11165	Dock Bumpers	\$0	
2220	Excavate & Backfill	\$0	7100	Waterproofing	\$0	11180	Fireplace Equipment	\$0	
2510	Asphalt Paving	\$0	7200	Batt & Foil Insulation	\$79,800	11400	Appliances	\$0	
2510.001	Off-Site Paving	\$0	7240	E.I.F.S.	\$0				
2520	Concrete Curb / Gutter	\$0	7250	Fireproofing	\$0	12000	FURNISHINGS		
2525	Concrete Flatwork	\$0	7412	Other Therm. Protect/Sheet Mtl	\$0	12500	Window Treatment	\$81,161	
2580	Striping	\$0	7500	Built Up Roofing	\$0				
2600	Utility Piping	\$0	7600	Sheet Metal	\$0				
2605	Off-Site Utilities	\$0	7700	Roof Curbs / Accessories	\$0	14000	CONVEYING SYSTEMS		
2650	Wet Utilities	\$0	7800	Specialty Skylights	\$0	14200	Elevators / Dumbwaiters	\$0	
2665	Dom. Water / Meters	\$0	7900	Caulking	\$0				
2667	Fire Lines / Devices	\$0	7910	Joint Fill	\$0				
2710	Infiltration Trench	\$0				15000	MECHANICAL		
2720	Storm Drain / Fr. Drain	\$0				15300	Fire Protection	\$90,800	
2730	Sewer	\$0				15400	Plumbing	\$635,760	
2805	Fire Access Road	\$0	8000	DOORS / FRAMES / GLASS		15500	HVAC	\$950,665	
2810	Irrigation Systems	\$0	8100	Hollow Metal Doors / Frames					
2830	Fences / Gates	\$0	8200	Wood Doors / Frames	\$236,609				
2841	Bike Racks	\$0	8250	Installation (Doors / Frames)	\$0	16000	ELECTRICAL		
2900	Landscape	\$0	8300	Overhead Doors	\$73,500	16050	Site Electrical		
			8400	Storefront / Auto Doors	\$0	16500	Building Electrical	\$1,028,352	
			8700	Finish Hardware	\$0	16700	Communications / Alarm	\$107,582	
			8800	Glazing / Interior Windows	\$50,000	16900	Building Security	\$0	
Prepared for: The Boureston Companies						Subtotal			\$5,943,172
Job Name: Palms Springs Care Clinic TI 35000 sf TI						60000 Contingency			
Address: Corner of Sunrise and Tahquitz Canyon Palm Springs,						60100 Overhead & Profit			\$297,159
Prepared by: Shane Dixon						1555 Insurance			\$68,644
Job #: 19025						Total			\$6,308,975
Plans Dated: 03.01.19						Soft Costs			
							Architectural Fees	\$448,000	
							Design Build Fees	\$85,000	
							LEED Consultants Fee	\$90,000	
							Interior Design	\$115,000	
							Permit / Plan Check Fees	\$50,000	
							TI Contingency	\$630,898	
							Soft Construction Cost Subtotal	\$1,418,898	
							Construction Cost Total:	\$7,727,873	

EXHIBIT C

CONFIRMATION OF COMMENCEMENT DATE AND LEASE INFORMATION

Exhibit C

Confirmation of Commencement Date and Lease Information

Date _____, 20____

Re: Medical Office Building Sublease Under PSL-510 dated as of _____, 2019, by and between Sunquitz EMC, LLC, a California limited liability company, as "Landlord", and County of Riverside, a political subdivision of the State of California, as "Tenant", for certain premises located at the NWC Taquitz and Sunrise in Palm Springs, California.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Leased Premises and agrees:

1. The Commencement Date of the Lease Term is _____ and shall continue for thirty (30) years unless earlier terminated as provided for in the Lease.
2. The Leased Premises consists of 35,000 square feet.
3. Rent for the first year of the Term shall be \$82,250 per month.
4. The Leasehold Improvements reimbursement pursuant to section 8 of **Exhibit "B"**, the Leasehold Improvement Agreement, shall be \$ _____ annually, or \$ _____ monthly.

COUNTY:

COUNTY OF RIVERSIDE

LESSOR:

Sunquitz EMC, LLC, a California limited liability company

By: _____

Name:

Its:

By: _____

Richard E. Boureston, Manager

By: _____

Hank Gordon, Manager

Laurich Properties, Inc., a Nevada corporation, Manager

By: _____

Richard S. Gordon, President

EXHIBIT D
ANNUAL OPERATING BUDGET

EXHIBIT "D" OPERATING EXPENSE ESTIMATE

Operating Expenses - Projected:	<u>Monthly Cost</u>	<u>Per S.F.</u>
Electricity/Gas (County Pays direct to Utility Co.)	\$ -	\$ -
Water/Sewer (County Pays direct to Utility Co.)	\$ -	\$ -
Custodial (includes Dayporter)	\$ 5,817	\$ 0.17
Fire Sprinkler Monitoring	\$ 425	\$ 0.01
Trash/Recycling	\$ 700	\$ 0.02
Landscape Maintenance	\$ 825	\$ 0.02
Repairs/Maintenance	\$ 1,782	\$ 0.05
Parking Lot Sweeping	\$ -	\$ -
Association	\$ 600	\$ 0.02
Administration	\$ 2,592	\$ 0.07
Property Taxes	\$ 7,500	\$ 0.21
Assessment Bonds	\$ -	\$ -
Insurance	\$ 700	\$ 0.02
Reserves for Replacement	\$ -	\$ -
Totals:	<u>\$ 20,940</u>	<u>\$ 0.60</u>

EXHIBIT E
CUSTODIAL SERVICES AGREEMENT

**COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division**

CUSTODIAL SERVICES REQUIREMENTS FOR LEASE FACILITIES

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00pm to 1:00am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:

A. Daily:

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

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

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and backboards, dust desks, conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights)
- b. Close windows
- c. Reset alarms and lock all doors

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, and clean/dust blinds.

E. Semi-Annually – All Areas:

1. Clean and polish all baseboards
2. Damp clean lobby and reception chairs
3. Clean carpeted surfaces – use a water extraction method

F. Annually – All Areas:

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

EXHIBIT F

GENERAL CONSTRUCTION SPECIFICATIONS FOR LEASED FACILITIES

**COUNTY OF RIVERSIDE
DEPARTMENT OF FACILITIES MANAGEMENT
Real Estate Division**

**GENERAL CONSTRUCTION SPECIFICATIONS
FOR LEASED FACILITIES**

A. INTENT

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.
2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.
3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.
4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Department of Facilities Management with full justification. All specifications will be enforced unless specifically waived by the Department of Facilities Management in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.
2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.
3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. **DRAWINGS**

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
2. The Department of Facilities Management shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Department of Facilities Management. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Department of Facilities Management.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Department of Facilities Management.

D. **CONSTRUCTION**

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.
2. Inspections by the Department of Facilities Management will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Department of Facilities Management.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)