

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



**ITEM: 3.20
(ID # 22631)**

MEETING DATE:
Tuesday, January 09, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of the Revenue Lease with Pacific Premier Bank, Riverside, Five-Year Lease, California Environmental Quality Act (CEQA) Exempt, pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1. [\$0] (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 Guidelines Section 15301, Class 1 – Existing Facilities Exemption and Section 15061(b)(3), “Common Sense” Exemption;
2. Ratify and approve the attached Revenue Lease with Pacific Premier Bank, a California-chartered commercial bank, and authorize the Chair of the Board to execute the same on the behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of ratification and approval by the Board.

ACTION:Policy

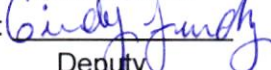

Rose Salgado, Director of Facilities Management 1/9/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: FM-RE, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside Centre is a County-owned office complex located at 3403 Tenth Street, Riverside and that is occupied by both County departments and private sector tenants. Pacific Premier Bank (PPB), a California-chartered commercial bank, has occupied Riverside Centre since 2000 and has expanded over the years with several leases in place within this Downtown Riverside facility. PPB and Facilities Management Real Estate (FM-RE) have negotiated a new revenue lease to incorporate all PPB suites under new terms for a total occupancy of 22,107 square feet (Revenue Lease).

Pursuant to the State California Environmental Quality Act (CEQA), the Revenue Lease agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption and Section 10561(b)(3) “Common Sense” Exemption. The proposed project, the Revenue Lease, is the letting of property where no expansion of an existing use will occur.

County Counsel has reviewed and approved the Revenue Lease as to legal form.

The Revenue Lease terms are as follows:

Landlord: County of Riverside
3450 14th Street, Suite 200
Riverside, CA 92501

Tenant: Pacific Premier Bank

Premises: Riverside Centre
3403 Tenth Street, Suites 100, 600, 640, 810 and 830
Riverside, CA 92501

Size: 22,107 square feet

Term: Five (5) years, commencing December 1, 2023. Existing leases will terminate without penalty at commencement of this new Revenue Lease.

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

Option to Extend: One (1) Five (5) year option to extend. Option shall be exercised no sooner than twelve (12) months and no later than six (6) months prior to the expiration of the initial Term. Option rent to follow regular annual increases.

Rent: \$2.75 per square foot
\$60,794.25 per month
\$729,531 per year

Rent Increases: Four Percent (4%) annually.

Tenant Improvements: No tenant improvement allowance. Tenant may elect to perform its own tenant improvements subject to the County's approval and conformance to lease terms and conditions.

Security Deposit: \$56,907.46 as per current Lease.

Interior/Exterior Maintenance: Provided by County

Custodial: Provided by County

Utilities: County pays electric, water, gas, sewer, and trash removal.

Parking: At Riverside Centre: Up to Sixty (60) unreserved parking stalls at \$65.00 per stall, per month.

Between the 12th Street Structure (3535 12th Street), Orange Street Structure (4293 Orange Street), Up to thirty (30) unreserved parking stalls at \$65.00 per stall per month. (Parking rates subject to prevailing adjustments as approved by the Riverside County Board of Supervisors.)

Building Signage: Existing signage to remain as per current Lease.

ATM Rights: Existing ATM to remain as per current Lease.

Impact on Residents and Businesses

The Revenue Lease with Pacific Premier Bank at Riverside Centre will provide an economic impact and benefit in the downtown Riverside area for both citizens and businesses. Downtown

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

businesses will benefit from the professional jobs that will be located within this facility. These employees will frequent area businesses and provide banking administrations services to the community and clients/citizens they serve.


Attachments:

- Revenue Lease
- Notice of Exemption
- Aerial

Veronica Santillan
Veronica Santillan, Principal Management Analyst 1/3/2024

Aaron Gettis
Aaron Gettis, Deputy County Counsel 12/19/2023

County of Riverside
Facilities Management
3450-14th Street, Third Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202400042 01/11/2024 04:29 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

August 23, 2023

Project Name: Approval of Five-Year Lease Agreement with Pacific Premiere Bank, Riverside

Project Number: FM047611065600

Project Location: 3401 10th Street, Suites 100, 600, 640, 810, and 830, west of Lime Street, Riverside, California
92501, Assessor's Parcel Number (APN): 215-120-005

Description of Project: Facilities Management – Real Estate Division has negotiated a new revenue lease agreement with Pacific Premier Bank (PPB) to occupy 22,107 square feet in Riverside Center, a County owned facility. Riverside Centre is a 147,565 square foot class A office building located at 3403 Tenth Street, Riverside, California.

The Lease Agreement commences on December 1, 2023 and includes one, five-year option to extend. The Lease Agreement with PPB is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide services to the public. The Lease will not result in an increase in capacity or the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease Agreement.

LEASE
BETWEEN
COUNTY OF RIVERSIDE,
a political subdivision of the State of California
(COUNTY)
and
PACIFIC PREMIER BANK,
a California-chartered commercial bank
(TENANT)

JAN 9 2024 3.20

TABLE OF CONTENTS

1. Parties
2. Summary of Basic Terms
 - 2.1 Leased Premises or Premises
 - 2.2 The Land
 - 2.3 Term
 - 2.4 Option to Extend
 - 2.5 Expiration Date
 - 2.6 Rent
 - 2.7 Annual Adjustment
 - 2.8 Security Deposit
 - 2.9 Rent Abatement
 - 2.10 Tenant's Parking
 - 2.11 Tenant Improvements
 - 2.12 Permitted Use
3. Premises
 - 3.1 Letting
 - 3.2 Common Areas Defined
 - 3.3 Condition of Premises
 - 3.4 Delivery of Possession
 - 3.5 Acceptance of Leased Premises
4. Lease Term; Rent Commencement Date
 - 4.1 Lease Term
 - 4.2 Rent Commencement Date
 - 4.3 Confirmation of Lease Information
5. Rent
 - 5.1 Rent
 - 5.2 Adjustment of Rent
6. Other Taxes
7. Surrender, Holding Over
 - 7.1 Surrender
 - 7.2 Holding Over
8. Security Deposit
9. Use of Premises
 - 9.1 Permitted Use
 - 9.2 Restrictions on Use
 - 9.3 Restrictions on Load Vibration and Noise
 - 9.4 Rules and Regulations
 - 9.5 Compliance with Laws

- 9.6 Hazardous Materials
- 9.7 Certified Access Specialist
- 10. Common Areas
- 11. Alterations
 - 11.1 County's Consent
 - 11.2 Additional Requirements
 - 11.3 Ownership and Surrender of Alterations
- 12. Repairs
 - 12.1 Tenant's Obligations
 - 12.2 County's Obligation to Repair
- 13. Services and Utilities
 - 13.1 County's Services
 - 13.2 Restrictions on Use
- 14. Entry by County
- 15. Insurance
 - 15.1 Tenant's Insurance Coverage Obligation
 - 15.2 Tenant's Notice and Compliance
 - 15.3 County's Insurance
 - 15.4 Tenant's Use
 - 15.5 Cancellation of County's Policies
 - 15.6 Waiver of Subrogation
- 16. Damage or Destruction; Eminent Domain
 - 16.1 County's Restoration
 - 16.2 Rent Abatement
 - 16.3 Exception to Abatement
 - 16.4 Election to Terminate
 - 16.5 Damage Near End of Term
 - 16.6 Business Interruption
 - 16.7 Waiver
- 17. Assignment and Subletting
 - 17.1 County's Consent Required
 - 17.2 Submission by Tenant
 - 17.3 Consent by County
 - 17.4 Corporate and Partnership Transactions
 - 17.5 No Release of Tenant
 - 17.6 Profits
 - 17.7 Additional Insured
- 18. Quiet Enjoyment
- 19. Estoppel Certificates
- 20. Default

- 21. Remedies for Default
 - 21.1 General
 - 21.2 Redemption
 - 21.3 Performance by County
 - 21.4 Late Charges
 - 21.5 Interest on Past Due Obligations
 - 21.6 Rights and Remedies Cumulative
 - 21.7 Bankruptcy Prior to Commencement Date
 - 21.8 Recapture of Concessions
- 22. County's Default
- 23. Indemnification and Hold Harmless
 - 23.1 General
 - 23.2 Survival of Indemnification
- 24. Liability of County
 - 24.1 Definition of County
 - 24.2 Satisfaction of Remedies
- 25. Development of Other Improvements; Remeasurement of Premises
 - 25.1 Development of Other Improvements
 - 25.2 Remeasurement of Premises
- 26. Liens
- 27. Authority to enter into Lease
- 28. Certain Definitions
- 29. General Provisions
 - 29.1 Joint Obligation
 - 29.2 Marginal Headings
 - 29.3 Time
 - 29.4 Successors and Assigns
 - 29.5 Recordation
 - 29.6 Prior Agreements; Amendment, Waiver
 - 29.7 Inability to Perform
 - 29.8 Attorney's Fees; Legal Proceedings
 - 29.9 Broker Commissions
 - 29.10 Name
 - 29.11 Severability
 - 29.12 Cumulative Remedies
 - 29.13 Choice of Law
 - 29.14 Signs
 - 29.15 Automated Teller Machine
 - 29.16 Continuous Operations
 - 29.17 County's Consent

- 29.18 Presumptions
- 29.19 Submission of Lease
- 29.20 Meaning of Terms
- 29.21 Notices
- 29.22 Authority
- 29.23 Approval of Supervisors
- 29.24 Separate Writing and Exhibits
- 29.25 Electronic Signatures

EXHIBITS

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

- Exhibit A - Site Plan
- Exhibit B - FM Building Maintenance Service Standard
- Exhibit C - Custodial Services Requirements
- Exhibit D - Confirmation of Lease Information Certificate
- Exhibit E - Rules and Regulations
- Exhibit F - Parking Structure Regulations

REVENUE LEASE AGREEMENT
PACIFIC PREMIER BANK

1. **Parties.** This Lease (“Lease”) is made by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, (“County”) and PACIFIC PREMIER BANK, a California-chartered commercial bank, (“Tenant”). County and Tenant are hereinafter sometimes collectively referred to as the “Parties” or individually as a “Party.”

2. **Summary of Basic Terms.** As used in this Lease, the following terms shall have the meanings set forth below, subject to the qualifications, adjustments and exceptions set forth elsewhere in this Lease. If any of the following definitions conflict or are inconsistent with any subsequent provision of this Lease, the latter shall control.

2.1 Leased Premises or Premises. The Leased Premises or Premises consists of approximately 22,107 square feet of rentable space on the first, sixth and eighth floors of the office building designated as Riverside Centre (the “Project”), located at 3403 10th Street, Suites 100, 600, 640, 810 and 830, in the City of Riverside, County of Riverside, State of California 92501, as shown on the floor plan attached hereto as Exhibit “A”, and by this reference incorporated herein, and all appurtenances and easements thereto and the non-exclusive right of ingress and egress to and from the public streets and highways for Tenant, its employees and invitees.

2.2 The Land. The Land shall mean the approximate 2.45 acres of real property on which the Project is situated, including all improvements thereof, identified as Assessor’s Parcel Number 215-120-005.

2.3 Term. The Term of the Lease shall be for a period of five (5) years commencing on December 1, 2023 (the “Commencement Date”), and terminating on November 30, 2028.

2.4 Option to Extend. Tenant shall have one (1) five (5) year option to extend the Lease. Option shall be exercised no sooner than twelve (12)

months and no later than six (6) months prior to the expiration of the initial Term. Rent during Option term shall follow Annual Adjustment rate of 4%.

2.5 Expiration Date. Term expires at midnight on the last day of the sixtieth (60th) month of the Lease Term, or any option to extend thereof.

2.6 Rent. Commencing December 1, 2023, "Rent Commencement Date", Tenant shall pay the sum of Sixty Thousand Seven Hundred Ninety-Four Dollars and Twenty-Five Cents (\$60,794.25) per month to County as rent for the Leased Premises, payable, in advance, on or before the first day of each and every calendar month.

2.7 Annual Adjustment. Notwithstanding the provisions of Section 2.6 herein, the monthly rent shall be increased on each anniversary of this Lease by an amount equal to four percent (4%) of such monthly rental.

2.8 Security Deposit. Tenant has a current security deposit on file in the amount of Fifty-Six Thousand Nine Hundred Seven Dollars and Forty-Six Cents (\$56,907.46).

2.9 Rent Abatement. None.

2.10 Tenant's Parking. Up to but not exceeding sixty (60) parking stalls at \$65.00 per space per month of which three (3) shall be reserved visitor parking, seven (7) shall be reserved employee parking, both subject to the annual fee, and fifty (50) shall be unreserved. Up to fifty (50) unreserved spaces may be converted to reserved spaces for an additional \$500.00 annual fee per space. County in its sole discretion will allocate parking in this structure. Parking rates subject to prevailing adjustments as approved by the Riverside County Board of Supervisors. All parking is subject to the terms and conditions set forth on Exhibit F (Parking Structure Regulations).

2.11 Tenant Improvements. No allowance. However, Tenant may elect to perform its own tenant improvements subject to County approval and conformance to Lease terms and conditions.

2.12 Permitted Use. The Premises shall be utilized for providing general banking and office space for use by Tenant. No other type of use shall be permitted.

3. Premises.

3.1 Letting. County hereby leases to Tenant, and Tenant hereby leases from County, the Premises, for the term, at the rental, and upon all terms, covenants and conditions set forth in this Lease.

3.2 Common Areas Defined. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided by and designated by the County from time to time for the general non-exclusive use of County, Tenant and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors, and invitees, including but not limited to common restrooms, parking areas, loading and unloading zones, trash areas, roadways, walkways, driveways and landscaped areas. County shall have the right to promulgate rules and regulations for the management, safety, care and cleanliness of the Common Areas.

3.3 Delivery of Possession. It is anticipated that County will deliver possession of the Leased Premises to Tenant on the date the Lease is fully executed by the Riverside County Board of Supervisors (the "Delivery Date"), and Tenant has paid the Rent and Security Deposit as set forth in Section 2. The Delivery Date shall be the date County tenders delivery of possession of the Leased premises to Tenant.

3.4 Acceptance of Leased Premises. By accepting possession of the Leased Premises and delivering the Confirmation of Lease information Certificate with Sections 1 – 3 completed in accordance with Section 4.3, Tenant shall be deemed to have acknowledged that the Leased Premises are suitable for its purposes. Tenant acknowledges and agrees that it has inspected the Leased Premises and that Tenant is not relying on any representations or warranties made by County regarding the Leased Premises, except as may be expressly set forth herein.

4. Lease Term; Rent Commencement Date.

4.1 Lease Term. The Effective Date of this Lease shall be the date of its full execution by the Parties hereto. Unless terminated sooner pursuant

to the terms of this Lease, the Lease Term shall be for the period of five (5) years ("Original Term"), as set forth in Section 2.3 above.

4.2 Rent Commencement Date. The term "Rent Commencement Date" shall be the Commencement Date as provided in Section 2.6.

4.3 Confirmation of Lease Information. Within ten (10) days of the Rent Commencement Date as defined in Section 4.2, the Parties shall execute a Confirmation of Lease Information Certificate in the form set forth In Exhibit "D," attached hereto and by this reference incorporated herein.

5. Rent.

5.1 Rent. Upon execution of this Lease, Tenant shall pay to County the Rent for the first full calendar month beginning with the Rent Commencement Date. Commencing on the first day of the month following the Rent Commencement Date and continuing thereafter, Tenant shall pay the monthly Rent in advance on the first day of each calendar month during the Lease Term. Rent due for any period which is for less than one (1) month shall be prorated based on a thirty (30) day month. Rent hereunder shall be paid without prior notice or demand, without deduction or offset, in lawful money of the United States of America which shall be legal tender at the time of payment, at the office of the Project or to another person or at another place as County may from time to time designate in writing.

5.2 Adjustment of Rent. Rent shall be increased as provided in Section 2.7 of the Lease.

6. Other Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed against Tenant's personal property or trade fixtures and any leasehold improvements in the Leased Premises which were made for Tenant or at its request to the extent they are above the standard of the Project. Tenant shall be responsible for possessory interest taxes.

7. Surrender; Holding Over.

7.1 Surrender. Upon the expiration or sooner termination of this Lease, Tenant shall peaceably surrender the Leased Premises broom clean and

in a state of good order, condition and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to repair or remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which County is required to repair under Section 16 (Damage or Destruction). In addition, County may require Tenant to remove any alterations, additions, or improvements (whether or not made with County's consent) prior to the expiration of the Lease Term and to restore the property to the condition required above, all at Tenant's expense. All alterations, additions, and improvements which County has not required Tenant to remove shall become County's property and shall be surrendered to County upon the expiration or termination of this Lease, except that Tenant may remove any of Tenant's equipment and personal property which can be removed without material damage to the Leased Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of such equipment and personal property. In no event, however, shall Tenant remove any of the following (which shall be deemed County's property) without County's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings, drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment or other similar building operating equipment and decorations.

7.2 Failure to Surrender. Tenant shall not hold over in the Premises after the expiration or sooner termination of the Lease Term without the express prior written consent of County. Tenant shall indemnify, defend, protect and hold County harmless from and against, any and all liabilities arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises as required in Section 7.1, including, without limitation, any claims made by any succeeding tenant based on any delay, and any liabilities arising out of or in connection with these claims. If possession of the Premises is not surrendered to County on the expiration or sooner termination of the Lease Term, in addition to any other rights and remedies of County hereunder, at law or in equity, Tenant shall pay to County for each month or portion thereof following the expiration or sooner termination of the Lease Term during which Tenant retains possession of

the Premises a sum equal to one and one-half (1.5) times the then-current Rent, in addition to all other Rent payable under this Lease. County's acceptance of any such payment shall not constitute County's consent to any holding over (which consent may only be granted expressly in writing) nor County's waiver of any of its rights or remedies. If any tenancy is created by Tenant's possession of the Premises following the expiration or sooner termination of the Lease Term, the tenancy shall be on all of the terms and conditions of this Lease, except that Rent shall be increased as set forth above in this Section 7.2 and the tenancy shall be a month-to-month tenancy, and not a renewal hereof or an extension for any further term. Nothing in this Section 7 shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Lease Term.

8. Security Deposit. The Security Deposit, as referenced in Section 2.8, shall be held by County as security for the performance of all of Tenant's obligations during the Lease Term. Upon any default by Tenant under this Lease, County may, but shall not be obligated to, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent in default, or any other Liabilities which County may incur as a result of or in connection with Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with County in an amount sufficient to restore the Security Deposit to the full amount required. Tenant's failure to do so shall constitute a material default hereunder. County shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to receive interest on the Security Deposit. If Tenant complies with all the provisions of this Lease, the unused portion of the Security Deposit shall be returned to Tenant (or, at Tenant's option, to the last assignee of the Tenant's interest hereunder) within thirty (30) days after the expiration or sooner termination of the Lease Term and the surrender of possession of the Premises to County in the condition required hereby. If County transfers or mortgages its interest in the Premises during the Lease Term and transfers or assigns any unapplied portion of the Security Deposit to the transferee or mortgagee, County

shall have no further liability to Tenant (or any assignee of Tenant's interest hereunder) with respect to the Security Deposit and Tenant shall look solely to such transferee or mortgagee for the return of the Security Deposit.

9. Use of Premises.

9.1 Permitted Use. Tenant shall use and occupy the Premises only for the purpose of providing general banking and office space for use by Tenant in conducting its legal business operations and shall not use or permit the Premises to be used for any other purpose.

9.2 Restrictions on Use. Tenant shall not do or permit anything to be done in or about the Premises or building nor bring or keep anything therein which will: (a) increase the existing rate of, cause the cancellation of or otherwise adversely affect any casualty or other insurance for the Project or any part thereof or any of its content; (b) impair or interfere with the proper and economic maintenance, operation and repair of the Project or any portion thereof; (c) obstruct or interfere with the rights of other tenants or occupants of the Project or injure or annoy them; (d) cause any nuisance in or about the Premises or the Project; (e) commit or allow to be committed any waste to the Premises or the Project; or (f) violate any exclusive use provisions granted to other tenants of the Project. Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages or for the manufacture, retail sale or auction of merchandise, goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

9.3 Restrictions on Load Vibration and Noise. Tenant shall not place a load upon the Premises exceeding the average pounds of live load per square foot of floor area specified for the Project by County's architect, with the partitions to be considered a part of the live load. County reserves the right to reasonably prescribe the weight and positions of all safes, files and heavy equipment which Tenant desires to place in the Premises so as to distribute properly the weight thereof. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Project structure or to any other space in the Project shall be installed, maintained and

used by Tenant, at Tenant's sole cost and expense, so as to eliminate or minimize vibration or noise. Except for standard office equipment (such as copiers) of ordinary size and capacity, Tenant shall be responsible for, and shall pay all associated cost and expenses with respect to all structural engineering required to determine structural load and to eliminate or minimize the vibration and noise.

9.4 Rules and Regulations. Tenant shall comply with the Rules and Regulations attached hereto as Exhibit E and incorporated herein, and all reasonable, non-discriminatory modifications or additions thereto and shall use commercially reasonable and diligent efforts to cause Tenant's Affiliates and others who use or access any portion of the Project with Tenant's express or implied permission to also comply with the Rules and Regulations. Any additions or modifications to the Rules and Regulations shall be binding on Tenant when delivered to Tenant. County shall not incur any Liabilities to Tenant or Tenant's Affiliates arising from or in connection with the nonperformance of any of the Rules and Regulations by any other tenants or occupants of the Project.

9.5 Compliance with Laws. Tenant shall not use or occupy the Premises or permit anything to be done in or about the Premises or the Project which will in any way conflict with or constitute a violation of any Law. Tenant shall, at its expense, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. Tenant shall not make structural changes to the Premises without County's prior written consent unless they are required because of or in connection with Tenant's specific use of the Premises, the type of business conducted by Tenant in the Premises. Tenant shall obtain and maintain in effect during the Lease Term, licenses and permits required for the proper and lawful conduct of Tenant's business in the Premises, and shall at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether County is a party or not) that Tenant has violated any Laws shall be conclusive of that fact as between County and Tenant.

9.6 Hazardous Materials.

(a) Except for ordinary and general office supplies typically used in the ordinary course of business within office building such as copier toner, liquid paper, glue, ink, and common household cleaning materials (some of which may constitute Hazardous Materials pursuant to the terms of the Lease), Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released into the environment or disposed of on, in, under or about the Premises or any other portion of the Project ("Hazardous Activity"), whether by Tenant or Tenant's Affiliates, without the prior written consent of County, which consent County may grant or withhold in its sole and absolute discretion. Upon the expiration or sooner termination of this Lease, Tenant shall remove from the Premises and the Project, at its sole cost and expense, any and all Hazardous Materials which are or have been brought upon, stored, used, handled, generated, released or disposed of, in, on, under or about the Premises or any portion of the Building by Tenant or Tenant's Affiliates (regardless of whether County granted its consent thereto). In accordance with California Health and Safety Code Section 25359.7, Tenant shall promptly notify County of any release of Hazardous Materials in the Premises or any portion of the Project which Tenant becomes aware of during the Lease Term, whether caused by Tenant or any other persons or entities.

(b) Tenant shall indemnify, protect, defend and hold harmless County from and against any and all loss, cost, damage, liability and expense (including without limitation attorneys' fees and costs) incurred in connection with any Hazardous Activity of Tenant, including without limitation any clean-up, removal, remediation or restoration, which arise during or after the Lease Term from any Hazardous Activity of Tenant or Tenant's Affiliates, whether or not County granted its consent thereto. Tenant shall immediately take all action County deems necessary or appropriate to remediate the Hazardous Activity of tenant or Tenant's Affiliates and to prevent any similar future Hazardous Activity to the satisfaction of County.

(c) As used in this Lease, the term "Hazardous Materials" shall mean any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including without limitation any substances included in the definition of "Hazardous Substances," "Hazardous Wastes," "Hazardous Materials," or "Toxic Substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. The provisions of this Section 9.6 shall survive the expiration or earlier termination of this Lease.

9.7 Certified Access Specialist. Pursuant to Section 1938 of the California Civil Code, County hereby advises Tenant that as of the Effective Date of this Lease, the Premises have not undergone inspection by a Certified Access Specialist (a "CASp") during the County's ownership of the Project, nor to County's actual knowledge (without any duty of inquiry) as of the Effective Date, prior to County's ownership of the Project. Further, pursuant to Section 1938 of the California Civil Code, County notifies Tenant of the following: "A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and matter of any such CASp inspection, the payment of the costs and fees for the CASp inspection and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the Premises."

10. Common Areas. Tenant shall have the non-exclusive right (in common with County, other tenants of the Project, and all others whom County

has granted or may grant such rights) to use the common Areas for the purposes intended, subject to Section 9.4. Any time, County may do any of the following, as long as County does not interfere in an unreasonable manner with Tenant's use of and access to the Premises and Tenant's Parking to be provided to Tenant under this Lease: (i) to use or close temporarily portions of the Project in order to improve, repair or alter same; (ii) to make changes to the design and layout of the Project, including without limitation, changes in the location, size, shape and number of buildings, driveways, entrances, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and parking areas; and (iii) to perform any acts which in County's judgment are desirable to improve the Project.

11. Alterations.

11.1 County's Consent

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises or the Project or any part thereof without the prior written consent of County in each instance. However, County's consent shall not be required for minor decorations of the Premises such as wall coverings and wall hangings and movable partitions, which cost less than Ten Thousand Dollars (\$10,000), provided that: (i) Tenant and such minor Alterations satisfy and comply with all terms and conditions of this Section 11; and (ii) Tenant delivers to county, at least ten (10) business days prior to commencing any work, written notice and a copy of any final plans, specifications and working drawings for the minor Alterations.

(b) County will not unreasonably withhold its consent to any alterations provided that all of the following conditions shall be satisfied. If any of the following conditions is not satisfied, County shall have the right to withhold its consent to the Alterations on County's sole and absolute discretion:

(i) The Alterations do not affect the outside appearance or character of the Project, or in the reasonable opinion of County, lessen the value of the Project;

(ii) The Alterations are nonstructural and do not impair the strength of the Project or any part thereof;

(iii) The Alterations are to the interior of the Premises and do not affect and are not visible from any part of the Project outside of the Premises;

(iv) The Alterations do not affect the proper function of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Project, or increase the usage thereof by Tenant;

(v) County shall have approved the final plans and specifications for the Alterations and all contractors who will perform them, which approval shall not be unreasonable withheld, delayed or conditioned;

(vi) Tenant pays to County the reasonable costs and expenses actually incurred by county in reviewing Tenant's plans and specifications and inspecting Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with all Laws, including without limitation, the fees of any architect or engineer employed by County for such purpose;

(vii) Before proceeding with any Alteration which will cost more than Ten Thousand Dollars (\$10,000) (exclusive of the costs of items constituting Tenant's Property, as defined in Section 11.3), Tenant obtains and delivers to County, at County's option, either a performance bond and a labor and materials payment bond for the benefit of the County, issued by a corporate surety licensed to do business in California, each in an amount equal to 125% of the estimated cost of the alterations and in form satisfactory to County, or such other security as shall be reasonably satisfactory to County;

(viii) Comply with all applicable governmental laws to obtain building permits and fire department approvals.

(c) Not less than fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify County of the work commencement date so that County may post notices of nonresponsibility

about the Premises. All Alterations must comply with all Laws, the other terms of this Lease, and the final plans and specifications approved by County, and Tenant shall fully and promptly comply with and observe the rules and regulations of County then in force with respect to the making of Alterations. County's review and approval of Tenant's plans and specifications are solely for County's benefit. County shall have no duty to Tenant, nor shall County be deemed to have made any representation or warranty to Tenant (whether or not County grants its consent to any Alterations), with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefor, or any other matter regarding the Alterations. Tenant shall indemnify, protect, defend and hold harmless County from any amount and any and all liabilities incurred by County as a result of any defects in design, materials or workmanship resulting from alterations, except to the extent such defects are caused by County. At County's request, Tenant shall provide County with copies of all contracts, receipts, paid vouchers and any other documentation in connection with the construction of Alterations.

(d) Notwithstanding anything in this Section 11.1 to the contrary, this Section 11.1 shall not apply to Tenant's initial improvement of the Premises set forth in the plans and specifications delivered to and approved by County in previous agreements.

11.2 Additional Requirements. All Alterations and all work performed in connection with the Alterations shall comply with all Laws and all applicable requirements of insurance carriers. Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith and with all applicable insurance requirements and in a good, first-class and workmanlike manner in advance by contractors approved by County. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's Affiliates, or by any person

claiming through or under Tenant or Tenant's Affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Project, cause labor disharmony therein, or delay or impose any additional expense on County in the construction, maintenance, repair or operation of the Project. Tenant shall not use materials in connection with the Alterations that are subject to any Liens, as defined in Section 26. Throughout the performance of the Alterations, Tenant, at its expense shall carry, or cause to be carried, in addition to the insurance described in Section 15, Workers' Compensation insurance in statutory limits and such other insurance as County may reasonably require, with insurers reasonably satisfactory to County and who satisfy the requirements of Section 15.1. Tenant shall furnish County with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations. Any increase in any taxes, assessments or changes levied or assessed as a result of any Alteration shall be paid by Tenant in accordance with Section 6.

11.3 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including without limitation wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("Tenant's Property"), shall become a part of the realty and belong to County and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by County at least thirty (30) days prior to the end of the Lease Term, at Tenant's sole cost and expense and to the satisfaction of County, immediately remove any Alterations made by Tenant without County's consent or which as an express condition to County's consent were agreed by Tenant to be removed or subject to County's option to require removal; and Tenant shall repair any damage to the Premises, the Project and any other part of the Project caused by such removal.

12. Repairs.

12.1 Tenant's Obligations. Tenant shall keep, maintain and preserve the Premises in good order, condition and repair consistent with the condition of the Premises at the time of completion of the tenant improvements to

the Premises and commencement of Tenant's business operations from the Premises. Tenant shall, when and if needed, at Tenant's sole cost and expense, make all repairs to the Premises and every part thereof, including without limitation all exterior entrances, interior glass, window casements, window moldings, partitions, doors, door jambs, door closers, hardware fixtures, equipment, electrical lighting and systems, plumbing and plumbing fixtures, ducts, pipes and wiring conduits. Any such maintenance and repairs shall be performed by County's contractor, or at County's option, by such contractor or contractors as tenant may choose from an approved list to be submitted by County. All costs and expenses incurred in such maintenance and repair shall be paid by Tenant within thirty (30) days after billing by County or such contractor or contractors. Tenant shall cause any liens arising as a result of work performed by Tenant or at Tenant's direction to be removed as provided in Section 26 below. Except as provided in Section 12.2 below, County shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof. If Tenant fails to repair and maintain the Premises pursuant to this Section 12.1, County may deliver to Tenant a written demand for Tenant to affect such repairs and maintenance. If Tenant fails to do so within ten (10) days thereafter, County may enter upon the Premises and make such repairs and/or maintenance without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof. Upon completion thereof, Tenant shall pay to County as additional rent, County's costs and expenses with respect to such repairs and maintenance, plus an amount equal to ten percent (10%) of the costs and expenses incurred by County.

12.2 County's Obligation to Repair. Subject to Section 16, County shall repair and maintain the Common Areas and the structural portions of the Project, including, but not limited to, the structural portions of the roof, the foundations, load-bearing walls, the elevators and the basic HVAC, mechanical, electrical and plumbing systems initially installed by County in the Project in good order, condition and repair consistent with the condition of the Premises at the Delivery Date at County's sole cost and expense. However, if the repair or

maintenance is caused in whole or in part by the act, neglect, fault or omission of Tenant or Tenant's Affiliates, including without limitation by Tenant's Alterations or repairs, Tenant shall pay for such repair or maintenance upon demand from County and shall indemnify County from and against all other Liabilities incurred by County in connection therewith. County shall have a reasonable time after written notice from Tenant to perform necessary repairs or maintenance. Tenant waives all rights granted under Law to make repairs at County's expense, and Tenant waives and releases the right to terminate this Lease under Sections 1932 and 1942 of the California Civil Code or any similar or successor statute.

13. Services and Utilities.

13.1 County's Services. Subject to the Rules and Regulations so long as the Premises are occupied, County shall furnish or cause to be furnished to the Premises the services and utilities described in Exhibits B and C attached hereto and by this reference incorporated herein. Tenant shall pay for the cost of providing any services and utilities in excess of the services and utilities described in Exhibit B and C or which are required or consumed by Tenant in excess of the amounts normally required or consumed by office tenants.

13.2 Restrictions on Use. Without the prior written consent of County in each instance, Tenant shall not use or install any apparatus, device or equipment in the Premises (including without limitation electronic data processing machines, and computer servers), which will require a dedicated circuit or which will in any way increase the amount of water, electricity or HVAC normally furnished for similar space in the Project nor connect any apparatus or device with wires, conduits or pipes or any other means by which any utilities are supplied. County may condition its consent on, among other things, the installation of additional risers, feeders and other appropriate equipment as well as meters in the premises to measure the amount of water and electricity consumed. Tenant shall pay to County on demand the cost of: (a) purchasing, installing, maintaining, and repairing such equipment and/or meters and units; (b) all water and electricity consumed as shown by said meters, at the rates charged by the total utility company; and (c) any additional expense incurred in connection with the foregoing.

If a separate meter is not installed, the cost for any excess water and electricity will be determined by County on a reasonable basis. If County obtains an estimate of such cost from a utility company or an engineer, such estimate shall be conclusive. Tenant shall not connect any apparatus, device or equipment except through existing electrical outlets in the Premises.

14. Entry by County. Upon reasonable notice to Tenant (which may be oral or in writing and will in any event be deemed reasonable if given at least 24 hours prior to entry), County and its agents and representatives shall at all reasonable times have the right to enter the Premises in order to: inspect the Premises; post notices of nonresponsibility; protect the interest of County in the Premises; show the Premises to prospective purchasers, lenders or tenants; perform its obligations and exercise its rights hereunder; and make repairs, improvements, alterations, or additions to the Premises or the Project or any portion thereof as county deems necessary or desirable and to do all things necessary in connection therewith, including but not limited to, erecting scaffolding and other necessary structures. In connection with any such entry, County shall endeavor to minimize, to the extent reasonably practicable, the interference with Tenant's business. County shall retain (or be given by Tenant) keys to unlock all of the doors to or within the Premises, excluding doors to Tenant's vaults and files. County shall have the right to use any and all means necessary to obtain entry to the Premises at any time in an emergency. County's entry to the Premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof and Tenant hereby waives any claim against County or its agents or representatives for damages for any injury or inconvenience to or interference with Tenant's business or quiet enjoyment of the Premises, except to the extent that such injury is called by the gross negligence or intentional misconduct of County, its agents or contractors.

15. Insurance

15.1 Tenant's Insurance Coverage Obligation. Without limiting or diminishing Tenant's obligation to indemnify or hold the County harmless,

Tenant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Lease. As respects to the Insurance section only, County herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives which shall be named as Additional Insureds.

(a) Workers' Compensation. If the Tenant has employees as defined by the State of California, the Tenant shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the County as Additional Insureds.

(b) Commercial General Liability. Commercial General Liability Insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Tenant's performance of its obligations hereunder. Policy shall name County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 two (2) times the occurrence limit. Policy shall name County as Additional Insureds.

(c) Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Tenant 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 two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) Professional Liability. Tenant shall maintain Professional Liability Insurance providing coverage for the Tenant's performance of work included within this Lease, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Tenant's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Lease and Tenant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Lease; or 3) demonstrate through Certificates of Insurance that Tenant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1, 2 or 3 will continue as long as the law allows. Policy shall name the County as Additional Insureds.

(e) General Insurance Provisions – All Lines. (i) 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 the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term. (ii) The Tenant must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager prior to commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to County, and at the election of the County Risk Manager, Tenant's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. (iii) Tenant shall cause Tenant's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements affecting coverage as required herein, and 2) if requested to do so orally or in

writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. 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 shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Tenant's insurance carrier(s) policies do not meet the minimum notice requirement found herein, Tenant shall cause Tenant's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement. (iv) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Tenant shall not commence operations until County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. 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. (v) It is understood and agreed to by the Parties hereto that the Tenant's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. (vi) If, during the term of this Lease or any extension thereof, there is a material change in the scope of the Lease or, the term of the Lease, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance and monetary limits of liability required under this Lease, if in the County's Risk Management's reasonable judgment, the amount or type of insurance carried by the Tenant has become inadequate. (vii) Tenant shall pass down the insurance obligations herein to all tiers of subcontractors working under this Lease. (viii) The insurance

requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the County. (ix) Tenant 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.

15.2 Tenant's Notice and Compliance. Tenant shall immediately report to County, and then promptly confirm in writing, the occurrence of any injury, loss or damage incurred by Tenant, or Tenant's receipt of notice of knowledge of any claim by a third party or any occurrence that might give rise to such claims. It shall be the responsibility of Tenant not to violate nor knowingly permit to be violated any condition of the policies required by this Lease.

15.3 County's Insurance. During the Term of this Lease, County shall insure the Project (excluding any property which Tenant is obligated to insure under this Section 15) against damage with "All Risks" property insurance and public liability insurance, all in such commercially reasonable amounts and with such reasonable deductibles as County deems are appropriate for a prudent owner of a similar first-class office building located in the area in which the Project is located. At County's option, such insurance may be carried under any blanket or umbrella policies which County has in force for other buildings and Projects. County may, but shall not be obligated to, obtain and carry any other form or forms of insurance including, without limitation, rental abatement insurance, as county may determine to be advisable.

15.4 Tenant's Use. Tenant will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any insurance policy periodically in force covering the Project. If Tenant's occupancy or business in or on the Premises is other than the general bank and administrative offices contemplated as the permitted use hereunder, whether or not County has consented to the same, results in any increase in premiums for the insurance periodically carried by County with respect to the Project, Tenant shall pay any such increase in premiums as additional rent within ten (10) days after being billed therefor by County. In determining whether increased premiums are a result of Tenant's use of the Premises, a schedule issued by the organization computing

the insurance rate on the Project or the tenant improvements showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate. Tenant shall promptly comply with all reasonable requirements of the insurance authority or any present or future insurer relating to the Premises or the Project.

15.5 Cancellation of Tenant's Policies. If any of Tenant's insurance policies shall be cancelled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof for any purposes, other than the general banking and administrative offices contemplated as the original uses hereunder, by Tenant or any assignee or subtenant of Tenant or by anyone Tenant permits on the Premises and, if Tenant fails to remedy the condition giving rise to such cancellation, threatened cancellation, reduction in coverage, threatened reduction in coverage, increase in premiums, or threatened increase in premiums, within forty-eight (48) hours after notice thereof, County may, at its option, either terminate this Lease or enter upon the Premises and attempt to remedy such condition and Tenant shall promptly pay the cost thereof to County as additional rent. If County is unable, or elects to not remedy such condition, then County shall have all of the remedies provided for in this Lease in the event of a default by Tenant. Nothing in this Section shall obligate County to remedy such default.

15.6 Waiver of Subrogation. Tenant hereby grants to County waiver of subrogation which any insurer may acquire against County, its officers, officials, employees and volunteers, from Tenant by virtue of the payment of any loss. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not county has received a waiver of subrogation endorsement from the insurer.

The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Tenant, its employees, agents and subcontractors.

If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name County as Additional Insureds.

16. Damage or Destruction; Eminent Domain. For the purposes of this Section 16, County shall not be deemed to have received notice of any damage to or destruction of the Project or Premises until the date on which the County has completed its investigation of the nature and extent of the damage or destruction which has occurred and the extent of the repairs or restoration which may be required or recommended but not later than ninety (90) days after the County receives actual notice of the occurrence of such damage or destruction.

16.1 County's Restoration. If the Project or the Premises are partially damaged or totally destroyed by fire or other casualty, and if this Lease is not terminated as provided in this Section, County shall commence to repair the damage and restore or rebuild the Project or the Premises (except for Tenant's property and leasehold improvements unless County elects to repair, restore or rebuild same) after County receives notice of the damage or destruction and County receives substantially all of the insurance proceeds receivable on account of the casualty. However, County shall not be required to spend amounts in excess of the insurance proceeds actually received for such repair, restoration or rebuilding. Upon any damage or destruction of the Premises and County's election to repair and restore same, Tenant shall assign to County (or County's designee) all insurance proceeds payable to Tenant under all property insurance required pursuant to Section 15, if County elects to repair, restore or rebuild Tenant's property and leasehold improvements. Subject to Section 22, County shall attempt to make any required repairs or restoration promptly and so as not to interfere unreasonably with Tenant's use and occupancy of the Premises, but County shall not be obligated to perform such work on an overtime or premium-pay basis.

16.2 Rent Abatement. Subject to Section 16.3, if all or part of the Premises are rendered completely or partially untenable on account of fire or other casualty, or if damage by fire or other casualty to the Project deprives Tenant of access to the Premises for more than five (5) consecutive business days, the

Rent shall be abated in the proportion that the rentable area of the untenable portion of the Premises bears to the total rentable area of the Premises but not in excess of the proceeds received by County from County's rental loss insurance. Such abatement shall commence at the expiration of the five (5) consecutive business day period and shall continue until the Premises have been substantially repaired and Tenant has reasonable access to the Premises. However, if Tenant reoccupies the damaged portion of the Premises and conducts business therefrom prior to the date that the Premises have been substantially repaired, the Rent allocable to the reoccupied portion shall be payable by Tenant from the date of such occupancy in the proportion that the reoccupied portion of the Premises bears to the total rentable area of the Premises. During any such rent abatement period, Tenant shall continue to pay County additional rent for all services and utilities provided to and used by Tenant during such rent abatement period.

16.3 Exception to Abatement. Rent shall not be abated or reduced if: (a) the Premises or a portion thereof are rendered untenable due to damage or loss of access for a period of five (5) consecutive business days or less; or (b) County provides other space in the Project reasonably suited for the temporary conduct of Tenant's business and pays the cost of Tenant's temporary move to such other space (but County shall have no obligation to provide such other space); or (c) because of acts or omissions of Tenant or Tenant's Affiliates either (i) County (or County's Lender) is unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) in connection with the damage or destruction of the Premises or the Project, or (ii) the Premises or the Project was damaged or destroyed or rendered completely or partially untenable. The collection of rent by County under the circumstances described in clause (c) above shall not preclude County from seeking damages from Tenant or exercising any other rights and remedies it may have under this Lease, at law or in equity.

16.4 Election to Terminate. County may, at County's option, terminate this Lease upon written notice to Tenant if: (a) more than twenty-five percent (25%) of the Project is damaged or destroyed; (b) the Project or the

Premises is substantially or totally destroyed or rendered untenable by fire or other casualty or any other cause; or (c) the Project is damaged or rendered untenable (whether or not the Premises are damaged or destroyed or rendered untenable) so that its repair or restoration requires the expenditure (as estimated by a reputable contractor or architect designated by County) of more than twenty percent (20%) of the replacement cost of the Project; or (d) County would be required under Section 16.2 to abate or reduce the Rent for a period in excess of twelve (12) months if repairs or restoration were undertaken. Tenant may, at Tenant's option, terminate this Lease upon written notice to County if (i) by reason of fire or other casualty the Premises or access thereto are substantially or totally destroyed or rendered untenable and (ii) the Premises cannot be repaired and restored within six (6) months of the occurrence. Any such notice by Tenant shall be given not later than sixty (60) days after the occurrence of the casualty or upon the expiration of such six (6) month period.

16.5 Damage near End of Term. County or Tenant shall have the right to terminate this Lease if any damage to or destruction of the Premises occurs during the last twelve (12) months of the Lease Term (as extended from time to time) and County's contractor estimates in a writing delivered to County and Tenant that the repair or restoration of such damage or destruction cannot be completed within the earlier of (i) the scheduled expiration date of the Lease Term, or (ii) ninety (90) days after the date of such damage or destruction. However, County shall not have the right to terminate this Lease pursuant to this Section 16.5 (but will continue to have the right to terminate this Lease pursuant to Section 16.4 above), if Tenant has an option to extend the Lease Term for at least thirty-six (36) months and either (A) prior to such damage Tenant exercised the option, or (B) the damage or destruction occurred prior to the time Tenant is required to exercise the option and, within five (5) days after County exercises its right of termination pursuant to this Section 16.5, Tenant properly exercises the option.

16.6 Business Interruption. County shall not incur any Liabilities of any type to Tenant or Tenant's Affiliates arising from or in connection with any damage or destruction of the Premises or the Project, or any taking or

appropriation thereof, or any repairs or restoration in connection therewith, nor shall Tenant have any right to terminate this Lease as a result thereof. However, in such event, Rent shall be abated if and to the extent that abatement is allowed pursuant to this Section.

16.7 Waiver. Tenant waives the application of any Laws which are contrary to the provisions of this Section in connection with any damage, destruction, condemnation, taking or appropriation (or sale in lieu thereof) of all or any portion of the Premises or the Project including without limitation California Civil Code Sections 1932 and 1933.

17. Assignment and Subletting.

17.1 County's Consent Required. Tenant shall not directly or indirectly, voluntarily, involuntarily or by operation of any Laws, sell, convey, mortgage, assign, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Premises (a "Transfer") without County's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. Any attempt by Tenant to make a Transfer without County's consent shall be voidable by County and shall constitute a default by Tenant under this Lease.

17.2 Submission by Tenant. If Tenant desires to assign its interest in this Lease or to sublease all or any part of the Premises, Tenant shall notify County in a writing specifying (a) the size and location of the space Tenant proposes to Transfer (the "Transfer Space"); (b) the term for which Tenant proposes to Transfer the Transfer Space, and (c) the date on which Tenant proposes that the Transfer be effective, which shall not be less than thirty (30) days after the Transfer Notice. This notice shall be accompanied by: (a) a statement setting forth the name and business of the proposed assignee or subtenant; (b) a copy of the proposed assignment or sublease (and any collateral agreements) setting forth all of the terms and the financial details of the sublease or assignment (including, without limitation, the term, the rent and any security deposit, "key money," and amounts payable for Tenant's property and the common use of any personnel or equipment); (c) financial statements of the proposed assignee or

subtenant certified by an independent certified public accountant; and (d) other information requested by County relating to the proposed assignee or subtenant. Tenant shall subsequently deliver to County any other information concerning the proposed assignment or sublease which County may reasonably request and County may withhold its consent until County receives such other information.

17.3 Consent by County. County shall not unreasonably withhold its consent to any assignment or subletting. Tenant irrevocably agrees that County may withhold its consent (which shall be deemed reasonable) if any of the following conditions are not satisfied:

(a) The proposed assignee or subtenant shall use the Premises only for the Permitted Use and in compliance with Section 9 above, and the business of the proposed assignee or subtenant is consistent with the other uses and the standards of the Project, in County's reasonable judgment.

(b) The proposed assignee or subtenant is reputable; is not a government (or subdivision or agency thereof); has a net worth reasonably acceptable to County; has a credit rating reasonably acceptable to County; and otherwise has sufficient financial capabilities to perform all of its obligation under this Lease or the proposed sublease, in County's reasonable judgment.

(c) The assignment or sublease will not likely result in a significant increase in the use of the parking facilities or Common Areas or significantly increase the demand for utilities and services to be provided to the Premises.

(d) Tenant is not in default and has not committed acts or omissions which with the passage of time, the giving notice or both would constitute a default under this Lease.

(e) All of the other terms of this Section 17 are complied with.

The conditions described above are not exclusive and shall not limit or prevent County from considering additional factors in determining if it should reasonably withhold its consent. If County consents to any Transfer under this Section 17, Tenant may, within ninety (90) days of such consent, enter into such

Transfer upon the terms and conditions approved by County. If Tenant does not consummate a Transfer with respect to the Transfer Space within ninety (90) days after Tenant's notice, Tenant shall, if Tenant continues to contemplate a Transfer, deliver a new Tenant's notice.

17.4 Corporate and Partnership Transactions. If Tenant is a corporation or limited liability company, a dissolution of the corporation or limited liability company or a transfer (by one or more transactions) of a majority of the voting stock or controlling membership interests of Tenant (including the issuance of new voting shares or membership interest, the acquisition by Tenant of outstanding voting shares or membership interests from controlling persons, or the withdrawal of existing limited liability company members having a controlling interest) shall be deemed to be an assignment of this Lease subject to the provisions of this Section 17. However, these provisions shall not apply to transactions with a corporation or limited liability company into which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred or which owns and controls Tenant, is owned and controlled by Tenant, or is under common ownership and control with Tenant, if: (i) a principal purpose of the merger or transfer is not the assignment of this Lease and Tenant's successor has a net worth not less than the net worth of Tenant on the execution of this Lease or the date of the subject transaction, whichever is greater, and (ii) the surviving entity expressly assumes the obligations of Tenant under this Lease in writing for the benefit of County. Tenant shall cause reasonably satisfactory proof of such net worth to be delivered at least thirty (30) days prior to the effective date of the transaction. If Tenant is a partnership, a dissolution of the partnership (including a "technical" dissolution) or a transfer of the controlling interest in the Partnership (including the admission of new partners or the withdrawal of existing partners having a controlling interest) shall be deemed an assignment of this Lease subject to the provisions of this Section 17, regardless of whether the transfer is made by one or more transactions or whether one or more persons controlling interest prior to or after the transfer. Solely with respect to the original Tenant

under this Lease, this Section 17.4 shall not apply to any private or public offering of shares of stock by Tenant as from time to time deemed necessary by Tenant.

17.5 No Release of Tenant. Notwithstanding the granting of County's consent, no Transfer shall release or alter Tenant's primary liability to pay rent and perform all of its other obligations hereunder. The acceptance of rent by County from any person other than Tenant shall not be a waiver by County of any provision hereof. Consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. If any assignee or successor of Tenant defaults in the performance of any of the terms hereof, County may proceed directly against Tenant without proceeding against or exhausting its remedies against the assignee or successor. After any assignment, sublease or other transfer or encumbrance, County may consent to subsequent assignments, subleases, transfers or encumbrances, or amendments to this Lease, without notifying Tenant or any other person, without obtaining consent thereto, and without relieving Tenant of liability under this Lease.

17.6 Profits.

(a) If there are any Profits (as defined in Section 17.6(b)) from any Transfer, Tenant shall pay 50% of such Profits to County as additional rent. County's share of Profits shall be paid to County within three (3) days after receipt thereof by Tenant or, at County's option, county may collect all or any portion of the Profits directly from the assignee or subtenant. County's acceptance or collection of this additional rent will not be deemed to be a consent to any assignment or subletting or a cure of any default under this Section or any other provision of this Lease. The payments of Profits to County shall be made on a monthly basis as additional rent with the respect to each Transfer separately, subject to an annual reconciliation on each anniversary date of the Transfer. If the payments to County under this Section during the twelve (12) months preceding each annual reconciliation exceed the amount of Profits determined on an annual basis, then County shall refund to Tenant the amount of such over payment or credit the overpayment against Tenant's future obligations under this Section, at Tenant's option. If Tenant has underpaid its obligations hereunder during the

preceding twelve (12) months, Tenant shall immediately pay to County the amount owed after the annual reconciliation.

(b) For purposes of this Section 17, "Profits" are defined as all cash or cash equivalent amounts and sums which Tenant (including any Affiliate of Tenant or other entity related to Tenant) receives on an annual basis from any transferee, directly or indirectly, attributable to the Premises or any portion thereof, less the sum of one (1) the amortized amount for each such annual period of (i) any additional tenant improvement costs paid to Tenant's transferee by Tenant; (ii) reasonable leasing commissions paid by Tenant in connection with the Transfer; and (iii) reasonable costs incurred by Tenant in advertising the Transfer Space, and (2) the Rent pursuant to Section 5 of this Lease paid during such annual period by Tenant attributable to the Transfer Space pro rata based on Rentable Area. Any lump sum payment received by Tenant from a transferee shall be treated like any other amount so received by Tenant for the applicable annual period and shall be utilized in computing profits pursuant to this Section 17.6(b). All Profits and the components thereof shall be subject to audit by County or its representatives at reasonable times. Tenant shall deliver to County, upon request, any information reasonably required by County to calculate and/or substantiate the amount of Profits hereunder.

17.7 Additional Terms.

(a) Tenant shall pay a non-refundable administrative fee of Two Hundred Fifty Dollars (\$250), plus reasonable attorneys' fees and other reasonable costs and expenses of County in connection with any request for County's consent to any Transfer, provided the aggregate of said administrative fee and all such other fees, costs and expenses shall not exceed Two Thousand Dollars (\$2,000).

(b) A sublease will be null and void unless it complies with the rest of this Lease and provides that: (i) it is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (ii) the subtenant agrees to be bound by all of the terms of the Lease except as otherwise provided in the sublease approved by

County; (iii) County may enforce all the provisions of the sublease, including the collection of rent; (iv) it may not be modified without County's prior written consent and any modification without this consent shall be null and void; (v) if this Lease is terminated or county re-enters or repossesses the Premises, County may, at its option, take over all of Tenant's right, title and interest as sublessor and, at County's option, the subtenant shall attorn to County, but County shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without County's prior written consent or by any prepayment of more than one month's rent; and (vi) it is ineffective until County gives its written consent thereto.

(c) An assignment will be null and void unless it complies with the rest of this Lease and provides that: (i) the assignee assumes all of Tenant's obligations under this Lease and agrees to be bound by all of the terms of this Lease in each case for the benefit of County; and (ii) it is ineffective until County gives its written consent thereto.

(d) This Section is binding on and shall apply to any purchaser, mortgagee, pledgee, assignee, subtenant or other transferee or encumbrancer, at every level.

18. Quiet Enjoyment. So long as Tenant pays all rent and performs all of its other obligations as required hereunder, Tenant shall quietly enjoy the Premises without hindrance or molestation by County or any person lawfully claiming through or under County, subject to the terms of this Lease.

19. Estoppel Certificates. Tenant shall from time to time, within thirty (30) days after request by County, execute and deliver to county or any other person designated by County an estoppel certificate, which certifies: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, describes them); (b) the Expiration Date of the Lease Term and that there are no agreements with count to extend or renew the Lease Term or to permit any holding over (or if there are any such agreements, describes them and specifies the periods of extension or renewal); (c) the date through which the Rent

has been paid; (d) that county is not in default in the performance of any of its obligations under the Lease and no event has occurred which with notice, the passage of time, or both, would constitute a default by County (or, if there are any such defaults or events, describes them); (e) that Tenant is not entitled to any credits, offsets, defenses or deductions against payment of the Rent hereunder (or, if they exist, describes them); and (f) such other information concerning this Lease or Tenant as County or any other person designated by County reasonably shall request. An estoppel certificate issued by Tenant pursuant to this Section shall be a representation and warranty by Tenant which may be relied on by County and by others with whom County may be dealing, regardless of independent investigation. If Tenant fails to execute and deliver an estoppel certificate as required hereunder, such failure shall constitute a material default hereunder and County's representation concerning the factual matters covered by such estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

20. Default. The occurrence of any one or more of the following events shall be a default and breach under this Lease by Tenant:

(a) The vacation or abandonment of the Premises by Tenant.

(b) The failure by Tenant to pay Rent or any other payment required to be made by Tenant hereunder within ten (10) calendar days after the same is due.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease and the Exhibits hereto, including the Rules and Regulations, to be observed or performed by Tenant, other than those described in subparagraphs (b), (d), (e), (f), (g), (h) and (i) of this Section 20, where such failure shall continue for a period of twenty (20) days after written notice thereof by County to tenant. Any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 (regarding unlawful detainer) or any successor statute. However, if the nature of these defaults is such that more than twenty (20) days are reasonably

required to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the twenty (20)-day period and thereafter diligently completes the cure within sixty (60) days.

(d) The making by Tenant or any guarantor of this Lease of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant or any guarantor of this Lease of a petition or order for relief under any Laws relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or any guarantor of this Lease, the petition is dismissed within sixty (60) days); or the appointment of a trustee, custodian or receiver to take possession of substantially all of Tenant's assets or the assets of any guarantor of this Lease or of Tenant's interest in this Lease where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within sixty (60) days.

(e) The service by County of a three-day notice under California Code of Civil Procedure Section 1161 on three or more occasions if the previous service of the three-day notices did not result in the termination of this Lease.

(f) Tenant's failure to deliver the estoppel certificate required under Section 19, or any written instrument required under Section 20 within the time required.

(g) A default under or the repudiation of any guaranty of Tenant's obligations under this Lease.

(h) Tenant's failure to maintain the insurance policies required hereunder.

(i) A material default or event of default shall have occurred under a lease by Tenant of other premises in the Project and shall not have been cured or remedied within any applicable notice or cure period under said other lease. The defaults specified in subparagraphs (a), (d), (e), (f), (g), (h) and (i) above shall not be curable by Tenant. Any notice required above shall be

in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 (regarding unlawful detainer) or any successor statute.

21. Remedies for Default.

21.1 General. In the event of any default or breach by Tenant, County may at any time thereafter, with or without notice or demand:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to County. In such case, County may enter into and repossess the Premises by summary proceeding detainer, ejectment or otherwise, and remove all occupants thereof and, at County's option, any property therein without being liable for any damages therefor. In such event county shall be entitled to recover from Tenant all Liabilities incurred by County or County's Affiliates by reason of Tenant's default, including but not limited to: (i) the worth at the time of the award of the unpaid rent which had been earned or was payable at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned or payable after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of that award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided; (iv) any other amount necessary to compensate County for all Liabilities proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by County in maintaining or preserving the Premises and the Project after such default, refurbishment, repair, the cost of recovering possession of the Premises and making any necessary refurbishment and repairs; the cost of removing (and repairing any damage caused by such removal) and storage or disposal of Tenant's personal property, equipment, fixtures, Alterations and tenant improvements, and expenses of reletting (including necessary refurbishment, repair, renovation or alteration of the premises, County' attorneys' fees and costs

incurred in connection therewith, and any real estate commissions paid or payable); and (v) at County's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Laws. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of prime of Bank of America plus two percent (2%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant abandons the Premises, County shall have the option of (vi) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (vii) proceeding under the provisions of subparagraph (b) below.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event County shall be entitled to the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign subject only to reasonable limitations).

(c) Re-enter the Premises with or without terminating this Lease and remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere or disposed of at the cost of and for the account of Tenant in accordance with the provisions of this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by County pursuant to this Section 21.1(c) shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction.

(d) In the event of the vacation or abandonment of the Premises by Tenant or in the event that County shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceeding or

pursuant to any notice provided by law, then if County does not elect to terminate this lease as provided above, County may from time to time, without terminating this Lease, either recover all rent as it becomes due or relet the Premises or any part thereof for all or any portion of the Lease Term of this Lease on terms and condition as County in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. If County shall elect to so relet, then rents received by County from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder and the balance, if any, shall be held by County and applied to payment of future rent as the same may become due and payable hereunder. Should that portion of such rents 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 Tenant hereunder, then Tenant shall pay such deficiency to County immediately upon demand therefor by County. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to County, as soon as ascertained, any costs and expenses incurred by County in such reletting or in making such alterations and repairs not covered by the rents received from such reletting.

(e) Pursue any other right or remedy now or hereafter available to County hereunder or at law or in equity.

21.2 Redemption. Tenant waives any and all rights of redemption granted by or under any Laws if Tenant is evicted or dispossessed for any cause, or if County obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

21.3 Performance by County. If Tenant defaults under this Lease, County, without waiving or curing the default, may, but shall not be obligated to, perform Tenant's obligations for the account and at the expense of Tenant. Tenant shall pay to County all costs and expenses incurred by County in curing any such default, including without limitation attorneys' fees and costs, and

interest shall accrue on such costs from the date incurred at the rate specified in Section 21.5. Notwithstanding Section 14, County need only give such notice as may be reasonable under the circumstances prior to performing Tenant's obligation in an emergency where if such default unreasonable interferes with any other tenant in the Project, or if such default will result in the violation of any Law or the cancellation of any insurance policy maintained by County.

21.4 Late Charges. Tenant acknowledges that late payment of rent will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to, processing and accounting charges and late charges which may be imposed on County by the terms of any superior leases and mortgages. Accordingly, if any installment of Base Rent or payment of additional rent due from Tenant is not received by County or County's designee within ten (10) days after the amount is due, Tenant shall pay to County a late charge equal to ten percent (10%) of the overdue amount. Acceptance of late charges by County shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder or at law or in equity.

21.5 Interest on Past Due Obligations. Any amount owed by Tenant to County which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date of such amount. The amount of any judgment obtained by County against Tenant in any legal proceeding arising out of Tenant's default under this Lease shall bear interest until paid at the maximum rate of ten percent (10%) per annum. Notwithstanding anything to the contrary contained in any Laws, with respect to any damages that are certain or ascertainable by calculation, interest shall accrue from the day that the right to the damages vests in County, and in the case of any unliquidated claim, interest shall accrue from the day the claim arose. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum interest rate permitted by law.

21.6 Rights and Remedies Cumulative. All rights and remedies of County provided in this Lease are cumulative and are not exclusive. County may pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this Section 21 shall limit or otherwise affect the obligation of Tenant to indemnify, defend, protect and hold harmless County pursuant to any provision of this Lease.

21.7 Bankruptcy Prior to Commencement Date. If, at any time prior to the Commencement Date, any of the events described in Section 20(d) occur, then this Lease shall be canceled and terminated and of no further force or effect. In such event, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises or any interest in this Lease and County shall, in addition to any other rights and remedies under this Lease, be entitled to retain any rent, Security Deposit or other monies received by County from Tenant.

21.8 Recapture of Concessions. If during the original Lease Term, Tenant defaults under the lease and fails to cure such default prior to the expiration of any applicable cure period, and as a result this Lease is terminated, the unamortized amount of all costs and expenses incurred by County in completing the tenant improvements and of all commissions paid by County with respect to this Lease (collectively, the "Concessions") shall become immediately due and payable by Tenant.

22. County's Default. County shall not be in default in the performance of any obligation required to be performed by County under this Lease unless County has failed to perform such obligation within thirty (30) days after the receipt of written notice from Tenant specifying in detail County's failure to perform; provided however, that if the nature of County's obligation is such that more than thirty (30) days are required for its performance, then County shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon any such default by County,

Tenant may exercise any of its rights provided at law or in equity, subject to the limitations liability set forth in Section 24 of this Lease.

23. Indemnification and Hold Harmless.

23.1 General. Tenant shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act or omission of Tenant, its officers, employees, subtenants, agents or representatives arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the gross negligence or willful misconduct of Tenant, its officers, employees, subtenants, agents, representatives or Indemnitors or from a breach by such parties of its obligations under this Lease. Tenant shall defend, at its sole expense, all costs and fees including but not limited to, attorney fees, cost of investigation, defense and settlements of awarded, the Indemnitee in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Tenant, Tenant shall, at their sole cost, have the right to use counsel of their own 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 Tenant's indemnification to Indemnitees as set forth herein.

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

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

In the event there is conflict between this Section 23.1 and California Civil Code 2782, this Section 23.1 shall be interpreted to comply with Civil Code

2782. Such interpretation shall not relieve the Tenant or County from indemnifying the Indemnitees to the fullest extent allowed by law.

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

24. Liability of County.

24.1 Definition of County. The County is obligated to perform the obligations of the County under this Lease only during the time such County owns such interest or title. If County transfers its title or interest in the Project, then it will be relieved of all liability with respect to the obligations of County under this Lease to be performed on or after the date of transfer. County may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation by County of any term or condition of this Lease.

24.2 Satisfaction of Remedies. Tenant agrees that in any action in connection with this Lease, Tenant will proceed only against County and not against any partner or member of County (or of any entity to which County may assign this Lease), or any of County's or any such partner's Affiliates. County and County's Affiliates shall not be personally liable for the performance of County's obligations under this Lease. If Tenant or Tenant's Affiliates acquire any rights or remedies against County or county's Affiliates (including, but not limited to, the right to satisfy a judgment), these rights and remedies shall be satisfied solely from County's estate and interest in the Project (or the proceeds therefrom) and not from any other property or assets of County or County's Affiliates. This section shall be enforceable by County and County's Affiliates.

25. Development of Other Improvements; Remeasurement of Premises.

25.1 Development of Other Improvements. County reserves the right from time to time, without reasonable interference with Tenant's use of the premises to add such additional improvements ("Other Improvements") to the

Land, other than the Project and the parking facilities, as County may deem appropriate in its reasonable sole discretion. County shall have the right, but not the obligation, to incorporate the Other Improvements into the Project, the land in which the Project is situated, all landscaping, parking facilities and other improvements and appurtenances ("Project") and to provide for the common management, operation, maintenance and repair of the Project and the Other Improvements. If the Other Improvements are so incorporated into the Project, all references the Project in this Lease shall be construed to include the Other Improvements.

25.2 Remeasurement of Premises. At any time and from time to time, County may conduct a space audit pursuant to which County remeasures the Premises using the Project's then-current measurement specifications, and in such event, the Lease terms based on square footage shall be deemed automatically adjusted to reflect such remeasurement.

26. Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's Affiliates. Tenant shall keep the Premises, and the Project free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify, defend, protect and hold harmless County and County's Affiliates from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by County or County's Affiliates in connection with the foregoing (without regard to any defense or offset that Tenant may have had against the claimant). If Tenant fails to keep the Premises, the Project and the Land free from Liens, then, in addition to any other rights and remedies available to County, County may take any action necessary

to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Neither County's curative action nor the reimbursement of County by Tenant shall cure Tenant's default in failing to keep the Premises and Project free from Liens.

27. Authority to Enter into Lease. If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the by-laws of said corporation, and that this Lease is binding on the corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the partnership, in accordance with the partnership agreement and any statements of partnership or certificates of limited partnership of the partnership, and that this Lease is binding on the partnership in accordance with its Terms. Tenant shall, within thirty (30) days of the execution of this Lease , deliver to County: (a) if Tenant is a corporation, a certified copy of a resolution of the board of directors of the corporation; or (b) if Tenant is a partnership, a copy of the Statement of Partnership or Certificate of Limited Partnership of Tenant; and (c) other evidence reasonable satisfactory to County authorizing or ratifying the execution of this Lease.

28. Certain Definitions.

(a) "Law" means any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court and any recorded covenants, conditions and restrictions, reciprocal easement agreements, or similar private contracts.

(b) "Liabilities" means all losses, costs, damages, expenses, claims, injuries, liabilities and judgments, including without limitation, attorneys' fees and costs (whether or not suit is commenced or judgment entered).

(c) "Affiliates" means any of a party's agents, employees, partners, officers, directors, shareholders, subtenants, assignees, successors, contractors, customers, licensees and invitees.

29. General Provisions.

29.1 Joint Obligation. Tenant is a single entity. However, if by reason of any voluntary or involuntary assignment of this Lease, the assignee consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.

29.2 Marginal Headings. The titles to the Sections of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation.

29.3 Time. Time is of the essence of this Lease.

29.4 Successors and Assigns. This Lease binds the heirs, executors, administrators, successors and assigns of the parties hereto.

29.5 Recordation. Tenant shall not record this Lease or a short form memorandum thereof without the prior written consent of County.

29.6 Prior Agreements: Amendment, Waiver. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. All waivers hereunder must be in writing and specify the breach, act, omission, term, covenant or condition waived and acceptance of rent or other acts or omissions by County shall not be deemed to be a waiver. The waiver by County of any breach, act, omission, term, covenant or condition of this Lease shall not be deemed to be a waiver of any other or subsequent breach, act, omission, term, covenant or condition.

29.7 Inability to Perform. County shall not be in default hereunder nor shall County be liable to Tenant or Tenant's Affiliates for any Liabilities if County is unable to fulfill any of its obligations, or is delayed in doing so, due to

events beyond County's control. In any such case, the time for County's performance shall be extended by a period of time equal to the duration of such events. Events beyond County's control include, without limitation, war, civil unrest, weather conditions, accident, breakage, strike, labor troubles, acts of God, government regulations, moratorium or other governmental action or inaction (but only to the extent that such regulations, moratorium or other governmental action or inaction constitute the action or inaction of a governmental entity other than County or an entity controlled by County), and the inability despite the exercise of reasonable diligence to obtain electricity, water or fuel.

29.8 Attorneys' Fees: Legal Proceedings. If County uses the services of attorneys (a) for recovery of possession of the Premises, (b) for recovery of any sum due under this Lease, or (c) to defend any claim by Tenant against County, whether or not suit be filed, then all such costs and expenses, including reasonable attorneys' fees and costs, incurred by county shall be paid by Tenant. If any such action or proceeding (including any appeal thereof) is brought by County (whether or not such action is prosecuted to judgment) to enforce its rights under this Lease or to enforce a judgment ("Action"), (1) the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees and costs to be fixed by the court, and (2) as a separate right, severable from any other rights set forth in this lease, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing any judgment against the unsuccessful party therein, which right to recover post judgment attorney's fees and costs shall be included in any such judgment. The right to recover post judgment attorneys' fees and costs shall (i) not be deemed waived if not included in any judgment, (ii) survive the final judgment in any action and (iii) not be deemed merged into such judgment. The rights and obligations of the parties under this Section 29.8 shall survive the termination of this Lease. Tenant shall also indemnify, defend, protect and hold harmless County and County's Affiliates from and against all Liabilities incurred by County if County becomes or is made a party to any proceeding or action: (a) instituted by Tenant, or by any third party against Tenant, or by or against any

person holding any interest under or using the Premises by license of or agreement with Tenant; (b) otherwise arising out of or resulting from any act or omission of Tenant or such other person; or (c) necessary to protect County's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. In any circumstance where Tenant is obligated to indemnify or hold harmless County or County's Affiliates under this Lease, Tenant also shall defend County and County's Affiliates with counsel acceptable to County or, at County's election, County or County's Affiliates may employ their own counsel and Tenant shall pay when due all attorneys' fees and costs therefor.

29.9 Broker Commissions. County is not represented by any broker and will not pay Tenant's brokerage fees. Tenant shall be solely responsible for the costs and fees of the use of a broker.

29.10 Name. Tenant shall not use the name of the Project or of the development in which the Project is situated, if any, for any purpose other than as an address of the business to be conducted by Tenant in the Premises.

29.11 Severability. Any provision of this Lease which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.

29.12 Cumulative Remedies. No right, remedy or election hereunder or at law or in equity shall be deemed exclusive but shall, wherever possible, be cumulative with all other rights, remedies or elections.

29.13 Choice of Law. This Lease shall be governed by the laws of the State of California applicable to transactions to be performed wholly therein.

29.14 Signs.

(a) Project Standard. County shall provide up to five (5) lines of identification on the Project directory as well as Project standard wayfinder and entry door signage.

(b) Building Top Signage and Eyebrow Signage. Tenant shall have the non-exclusive right to place two (2) appropriate building top signs ("Top Identification Signs") on the north and east sides of the building generally facing southbound freeway traffic and two (2) eyebrow identification signs, one

facing Lime Street and the other facing Tenth Street (the "Eyebrow Identification Signs"). The size, design, color, location, lighting and other physical aspects of each of the Top Identification Signs and each of the Eyebrow Identification Signs (collectively, the "Identification Signs") shall be subject to County's prior written approval and consent (which may be granted or withheld in County's reasonable discretion) and subject to compliance with and receipt of approvals with respect to all applicable laws, ordinances, regulations, restrictions and other governmental requirements. All permits, authorizations and other governmental approvals of the Identification Signs shall be the responsibility of the Tenant, and County shall reasonably cooperate in making or joining in such applications for the Identification Signs as may be required by the owner of the Project. The Identification signs shall be installed and maintained, at Tenant's sole cost and expense, pursuant to an installation and maintenance program approved and supervised by County. At the expiration or earlier termination of the Lease, Tenant shall, at Tenant's sole cost and expense, cause the Identification Signs to be removed and the Project to be restored to its condition prior to the installation of the Identification Signs. If Tenant fails to perform such removal and restoration within ten (10) business days following expiration or termination, County shall have the right to perform such work and to dispose of or store the removed Identification Signs as County may elect; and all costs and expenses incurred by County in connection with such work disposal and storage shall be paid by Tenant within ten (10) business days after County's written request therefor. Tenant shall not install or maintain any sign in any other location in, on or about the Project and shall not display or erect any sign, displays or advertising materials which shall be visible from the exterior of the Project without County's prior written consent. The sign rights granted to Tenant pursuant to this Section 29.14 are personal to the original Tenant and may not be assigned or subleased to any other person or entity.

29.15 Automated Teller Machine. Tenant shall have the right to install in, at or near the Premises, at a location to be mutually agreed upon between County and Tenant an automated teller machine ("ATM"). All costs of the permitting, installation, operation (including electrical services), maintenance,

repair and removal of the ATM shall be the sole responsibility of and at the expense of Tenant. Upon the expiration or earlier termination of the Lease, Tenant shall cause the ATM to be removed and the Project to be restored to the conditions prior to the installation; and in the event of the failure of Tenant to perform such removal and restoration within ten (10) business days after County's written request to do so, county shall have the right to perform such work and to dispose of or store the ATM as County may elect; and all costs and expenses incurred by County in connection with such work, disposal and storage shall be paid by Tenant within ten (10) business days after County's written request therefor.

29.16 Continuous Operations. As it pertains to Suite 100, Tenant shall operate its business on all regular business days except legal holidays, at least eight (8) hours each day. Tenant retains the right, in its discretion, to be open on Sundays or holidays. County has the right to terminate the Lease (as to Suite 100 only) should Tenant at any time elect to discontinue general banking operations and Tenant shall immediately pay to County the present-day value of all Rent remaining due for the balance of the term increased by fifty percent (50%).

29.17 County's Consent. Except where it is expressly provided that County may withhold its consent or approval in its sole discretion, County may not unreasonably withhold its consent.

29.18 Presumptions. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against County or Tenant but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

29.19 Submission of Lease. The submission of this lease to Tenant or its broker, agent or attorney for review or signature does not constitute an offer to Tenant to lease the Premises or grant an option to lease the Premises. This document shall not be binding unless and until it is executed and delivered by both County and Tenant.

29.20 Meaning of Terms. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular,

and the masculine, feminine and neutral genders shall include the others, and the word "Person" shall include corporations, partnerships and other entities.

29.21 Notices. All notices, demands or communications required or permitted under this Lease (the "Notices") shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid or by overnight courier service offering proof of delivery. Notices shall be delivered to the address set forth in this Section 29.21, except that when Tenant takes possession of the Premises, the address of the Premises always may be used for the purpose of delivering Notices to Tenant. Notices to County shall be delivered to the addresses set forth in Section 29.21, or to such other address as County or Tenant may specify in writing to the other party. Notices shall be effective on the earlier of actual delivery or two (2) days after they are mailed in accordance with this Section.

County's Address for Notices:

County of Riverside
Real Estate Division
Attention: Deputy Director
3450 14th Street, Suite 200
Riverside, CA 92501
951-955-4820
Fm-leasing@rivco.org

Tenant's Address for Notices:

Pacific Premier Bank
17901 Von Karman Ave., Suite 1200
Irvine, CA 92614

29.22 Authority. If Lessee is a corporation, general or limited partnership 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.

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

29.24 Separate Writing and Exhibits. Any exhibits or writings referenced herein this Lease shall constitute a part of this Lease Agreement 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.

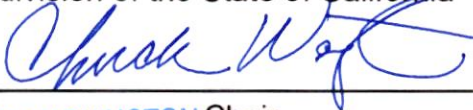
29.25 Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, this LEASE is hereby agreed to by County and Pacific Premier Bank.

LESSOR:


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

By: 

CHUCK WASHINGTON Chair
Board of Supervisors

LESSEE:

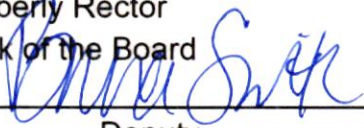
Pacific Premier Bank, a California-
chartered commercial bank

By: 

Eddie Wilcox
President and Chief Operating
Officer

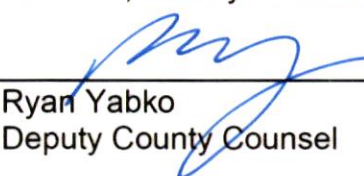
ATTEST:

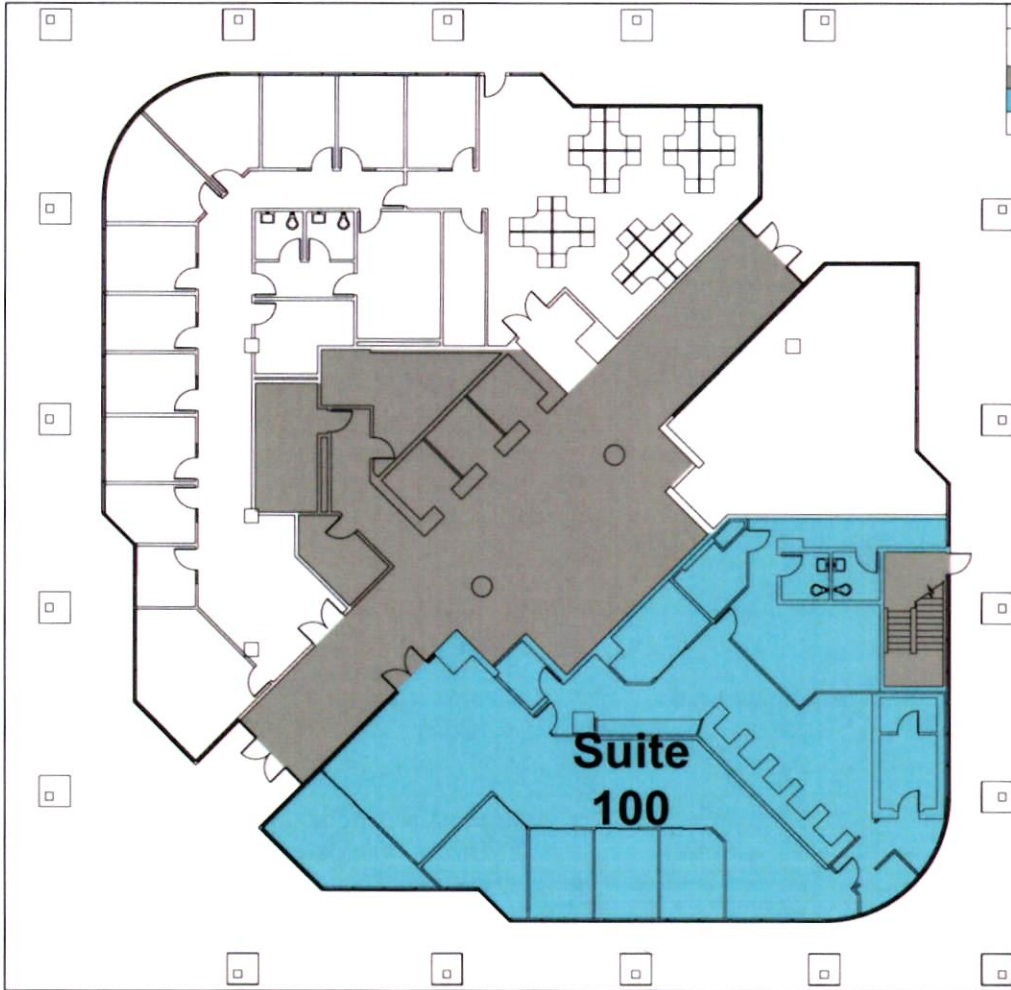
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran, County Counsel

By: 
Ryan Yabko
Deputy County Counsel



Space Management Occupancy Legend	
Occupant	Rentable Sq. Ft.
Building Core-Lobby, Elevators, Stairs	--
Suite 100-Pacific Premier Bank	3,796.00
Total	3,796.00



Prepared
by
**SPACE
MANAGEMENT**

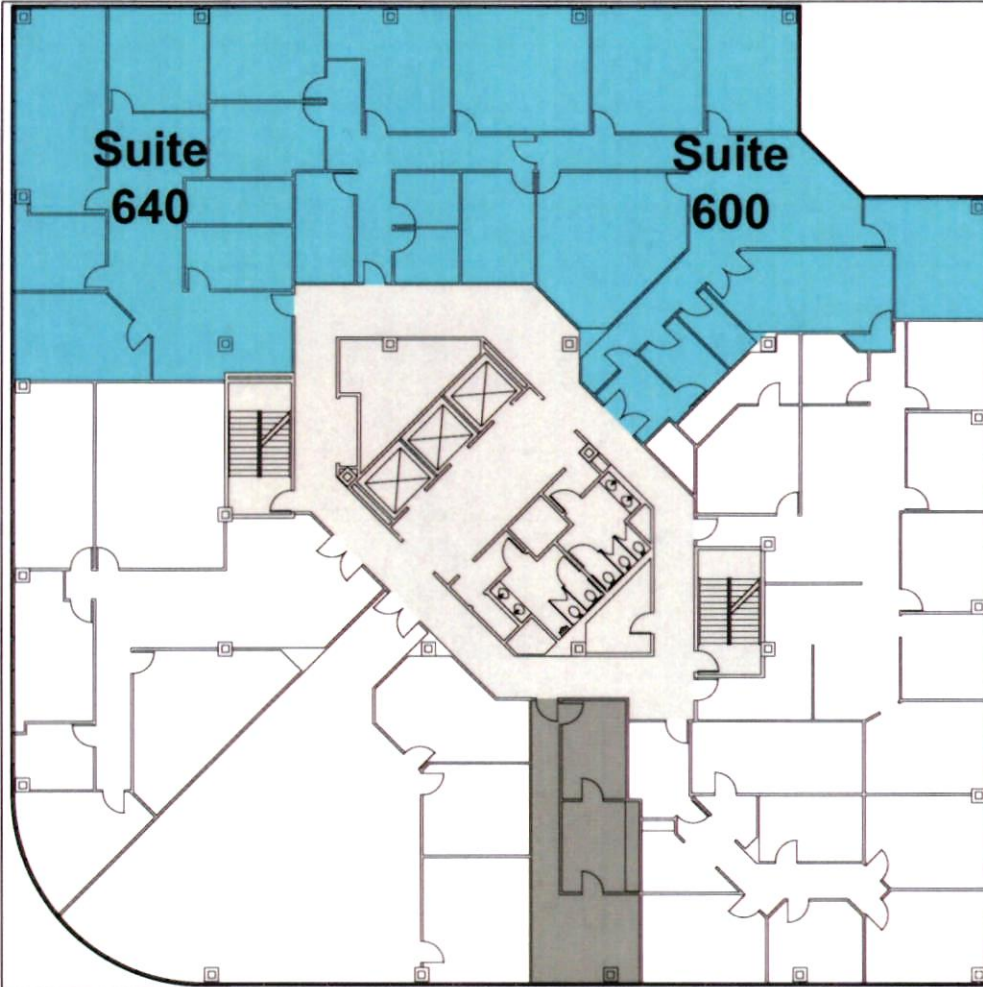
RV1044
Riverside Centre
3403 10th St. Riverside, CA

SHEET TITLE
**1st Floor
Space Plan**

REVISIONS	

FILE: RV1044_1st FLR_EX-20210801.dwg	SHEET
PROJECT NO:	SP-1
DRAWN BY:	
DATE: 3/29/21	
SCALE: N/A	

Exhibit A
Page 1 of 3



Space Management Occupancy Legend	
Occupant	Rentable Sq. Ft.
Building Core-Lobby, Elevators, Stairs	--
Floor Common	--
Suite 600&640-Pacific Premier Bank	7,641.00
Total	7,641.00



Prepared
by
SPACE
MANAGEMENT

RV1044
Riverside Centre

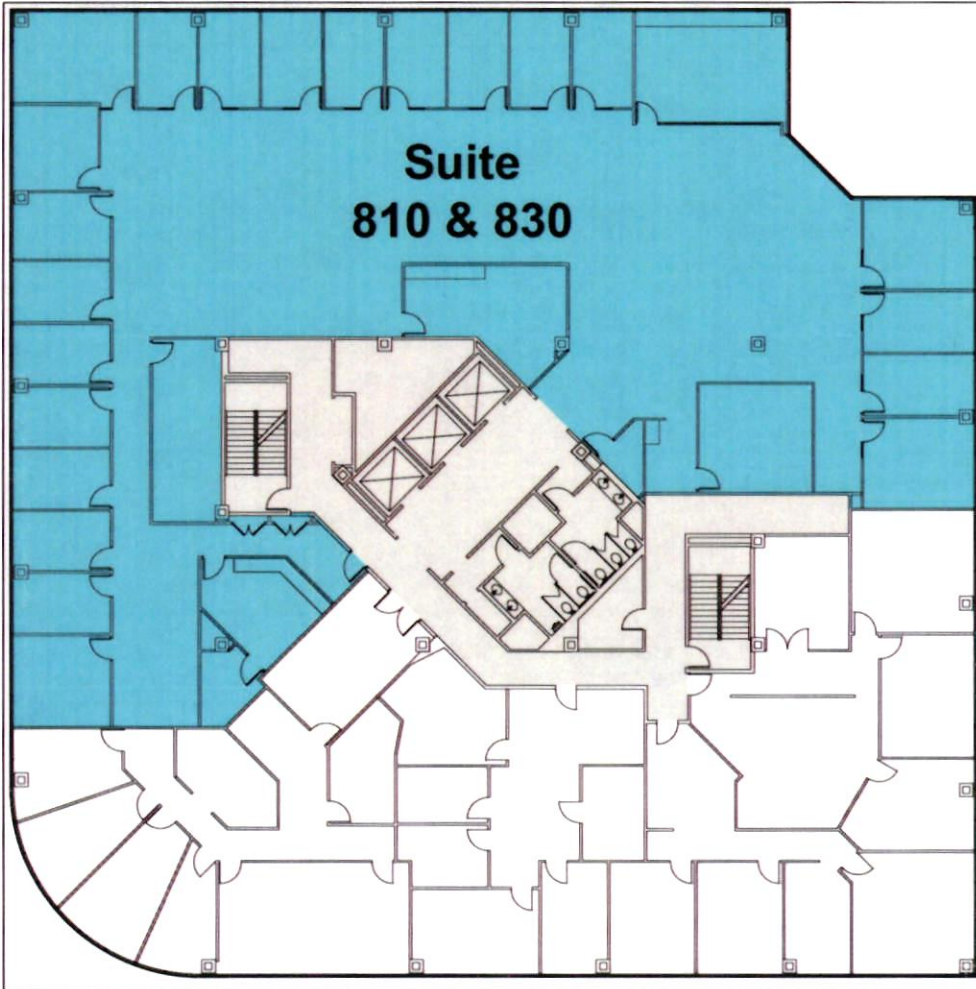
3403 10th St. Riverside, CA

SHEET TITLE
**8th Floor
Space Plan**

REVISIONS

FILE: RV1044_8th_FLR_EX-20230901.dwg	
PROJECT NO.	SHEET
DRAWN BY	SP-6
DATE: 3/29/23	
SCALE: N/A	

Exhibit A
Page 2 of 3



Space Management Occupancy Legend	
Occupant	Rentable Sq. Ft.
Floor Common	--
Suite 800&830-Pacific Premier Bank	10,670.00
Total	10,670.00



Prepared
by
SPACE
MANAGEMENT

**RV1044
Riverside Centre**

3403 10th St. Riverside, CA

SHEET TITLE
**8th Floor
Space Plan**

REVISIONS

FILE: RV1044_8th_FLR_EX-20200801.dwg	SHEET
PROJECT NO:	SP-8
DRAWN BY:	
DATE: 3/26/23	
SCALE: N/A	

Exhibit A
Page 3 of 3

FM BUILDING MAINTENANCE SERVICE STANDARD**General Guidelines:**

- A. The Maintenance Service Division (MSD) will be responsible to review and deliver a diverse range of frequent, periodic and annual maintenance services by preventive, corrective and predictive methods as required for County facilities.
- B. The MSD will coordinate service adjustments with each department from one fiscal year to the next to maintain building systems and related component operations, perform building repairs and/or implement facility renewal projects in the collective effort of sustaining buildings effectively and under the guise of facility health and safety standards.
- C. Building maintenance service needs and schedules may vary from one facility to another due to location, age, construction type, condition and use of facility to maintain appropriate operation, safety, and appearance.
- D. The MSD will provide service in identifying building maintenance needs and project requirements regarding building systems.
- E. Consistent with the Board's mission of sustaining County Assets, department heads are expected to encourage, establish, and raise building awareness to partner in reporting corrective maintenance issues. This will aid in promoting healthy and safe building conditions, work environments and public service areas.
- F. Preventive Maintenance (PM) is a planned interval-based surveillance/inspection method of mechanical, electrical, plumbing, HVAC, building envelope and other facility systems. PM's determine equipment wear and tear, perform general; lubrication, adjusting, cleaning, replacing, tightening, testing of system components and equipment. Such as; filters, fans, motors, electrical contractors, heat exchangers, pumps, valves, bearings, boilers, electrical distribution, lift-stations, generators, air conditioners, etc.
- G. Predictive Maintenance (PdM) identifies facility equipment that has potential for imminent failure. PdM is a condition-based system process whereby facility equipment output, Functionality is measured through various processes such as vibration analysis, oil analysis, thermography and ultrasonic detection. The measured response to these processes produces a definitive internal or external condition of the equipment being tested to help predict system and or equipment failure, before it occurs, to mitigate catastrophic failure and or significant system downtime.
- H. Corrective Maintenance (CM) can be unplanned or planned facility equipment repair process. Unplanned CM are minor day to day "fix-it" repairs that occur within any given facility, such as minor leaks, plumbing, electrical and air conditioning issues.

FM BUILDING MAINTENANCE SERVICE STANDARD

Planned CM are larger, costly, or more complicated repairs that generally require coordination efforts. In some cases, identification of a funding source may be required via Form V.

Responsibilities:**A. Maintenance Service Division**

1. Will maintain staffing levels and expertise to fulfill the obligations of maintenance service standards consistent with the required service levels.
2. Will conduct monthly site inspections to ensure each facility is within acceptable standards.
3. Will provide and coordinate service adjustments for facilities in a responsible and appropriate manner.
4. Will provide management oversight regarding contractual services related to regulatory-compliance, mechanical, electrical, plumbing, and other building systems in accordance with industry best practices and health / safety standards.
5. Will maintain a 24-hour call center and reporting mechanisms to ensure customer needs are received and addressed in a timely manner.
6. Provide service response categories:
 - A. Emergency – response one-hour, completion within 24 hours
 - Entire Building Hot
 - Roof Leaks
 - No Water
 - B. Urgent – response 4-8 hours, completion within 48 hours
 - Lights out in office
 - Ceiling tile stained or wet
 - Adjust Room Air Temperature (Too Hot or Too Cold)
 - C. Routine – response 3-5 days, completion within 30 days
 - Paint Wall
 - Hang pictures in office
 - Replace old Plumbing Fixtures

FM BUILDING MAINTENANCE SERVICE STANDARD**Maintenance Service Standard Notes:**

- A. Facilities located in environmentally challenged areas may require more frequent services.
- B. Outlying or partially occupied facilities may require less service to meet minimum standards. High-use locations, or 24/7/365 day-per-year facilities may need additional services to meet minimum standards.
- C. Aged facility infrastructure and abundance of corrective maintenance activities are indicators that additional preventive, predictive, facility renewal services are required.
- D. Facility maintenance activities are driven by numerous regulatory compliance agencies and industry standards, examples are:
- South Coast Air Quality Management District (SCAQMD)
 - Environmental Protection Agency (EPA)
 - Office of Statewide Health Planning and Development (OSHPD)
 - California Occupational Safety and Health Administration (CalOSHA)
 - California Division of Occupational Safety and Health (DOSH)
 - The Joint Commission (TJC)
 - National Fire Protection Association (NFPA)
 - California Uniform Building Code (UBC)
 - American Society of Heating/Refrigeration/AC/ Engineers (ASHRAE)
 - State Water Control Resource Board (SWCRB)
 - Department of Environmental Health (DEH)
 - Building Owners and Managers Association (BOMA)
 - National Electrical Code (NEC)
 - Uniform Plumbing Code (UPC)

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility HVAC	Frequencies	Service Requirements	Specific Components	Comments
Air Handlers	Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Adjust/ Lubricate Dampers Inspect/Clean Coils/Verify Valve Op Inspect/Clean/ Disinfect Pan and Drain Inspect/Replace Filters/Check Safeties Clean Plenum and Walls	Supply/Return Fan Motor Assemblies Supply/Return /Make Up Air Dampers Heating/Cooling Coils and Valves Condensate Pan Assembly Filter Rack Assembly Smoke Detectors/Safeties Plenum Floor/Walls/Duct	Highly Critical for environmental control and indoor air quality (IAQ) compliance
Cooling Towers	Daily Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Clean Distribution Assembly Inspect/Clean/Verify Water Operation Inspect/Clean/ Disinfect Sump Pan Drain/Clean Strainers and Sump Remove/Inspect/ Clean Drift Eliminators Inspect/Verify Proper Water Treatment Values and Operation. Check proper operation of all Safeties	Fan Blade/Pulley Assembly Motor/Pulley Assembly Water Distribution/Nozzle Assembly Drift Eliminator Assembly Strainer/Float/Sump Assemblies Verify Water Treatment Station Op	Highly Critical for energy efficiency, proper safe operation of cooling system and mitigation of microbiological development.

FM BUILDING MAINTENANCE SERVICE STANDARD

Exhaust Fans	Monthly	Inspect/Clean/Adjust Fan/Pulley Assembly Inspect/Adjust/Replace Belt Assembly Check and adjust for vibration and revolutions per minute Inspect/Correct Electrical/Air flow switch as required	Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly	Significant for proper building air exchange, ventilation and indoor air quality
Circulating Pumps / Strainers	Monthly Annually	Inspect/Lubricate bearings Inspect Coupling/Seal for leaks/vibration Inspect/Verify Op of Pump Impeller Inspect condition of safety guards Verify Op of all gauges/ Clean Strainer	Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temp/Pressure/ Strainer Assembly	Significant for proper, efficient water flow and pressure to all air conditioning, heating and plumbing fixture devices
Building Automation System	Daily Weekly	Verify proper programming, trends, alarm status condition statements. Verify integrity of communication network Verify Building Temperature and schedule set points and Trending	User Interface Program Integration Controllers Field-level Controllers Field Sensors/Actuators/ Tstats	Critical for energy efficiency, environmental control, indoor air quality and building comfort

FM BUILDING MAINTENANCE SERVICE STANDARD

Water Treatment System	Daily Weekly Monthly Annually	Verify proper Ph/TDS/Cycle set points Perform sensor calibration and testing Inspect level of chemical drums Operate all safeties and Eye Wash	Water Controller Water Pumping assembly Chemical Feeder System Flow Control / Safety assembly	Critical for energy efficiency, HVAC equipment lifecycle, proper cooling, and mitigation of fouling, scaling, corrosion microbiological growth.
Plant / Mechanical Room Inspections	Daily Weekly Monthly	Inspect all seismic bracing Inspect all electrical distribution Inspect all plumbing connections Inspect for cleanliness / safety hazards	Mechanical, Electrical, Plumbing devices and systems	Significant to ensure proper, safe operation of Mechanical, Electrical, Plumbing equipment rooms for operational continuity/ safety/efficiency
Fan Coils / Common Area Computer Room AC Units	Monthly Quarterly	Clean Blower and Lubricate Bearings Adjust Replace Belt as needed Clean Coil/Change Filters/ Inspect/Clean Condensate Pan/Drain Check Refrigerant Charge/Pressures and Delta T. Check for leaks Clean Condenser as required Check Electrical Control/Voltage/Amp.	Fan/Blower Assembly Coil/Valve/ Condensate Assembly Compressor/Heat Exchanger/ Condenser Electrical Controls	Significant to ensure proper, safe operation of IT / Data equipment rooms for operational continuity/ safety/efficiency

FM BUILDING MAINTENANCE SERVICE STANDARD

<p>Air-Cooled / Water-Cooled Chillers</p>	<p>Weekly Monthly Annually</p>	<p>Inspect chiller for refrigerant/oil leaks Inspect chiller Op pressures/temps Verify proper Op set points and limits Verify proper approach and Delta T Verify proper flow and pressure rates Ensure proper operation of fans/pumps</p>	<p>Chiller Compressors Chiller Condenser and Evaporator Chiller Fans and Pumps</p>	<p>Highly Critical to provide energy efficiency, system reliability, useful life, adequate cooling capacity, mitigate failure and ensure code compliance</p>
<p>Rooftop Package Units / Split- System Units</p>	<p>Weekly Monthly Annually</p>	<p>Inspect compressor units for oil/refrigerant leaks. Verify proper refrigerant charge/temps Inspect clean all heat exchanges Change filters as needed Clean and inspect condensate pan/drain Inspect all electrical connections/safety</p>	<p>Compressor Units Condenser and Evaporator Assemblies Indoor and Outdoor Fan Assemblies Refrigerant Piping Electrical Controls/Safeties</p>	<p>Significant for proper, efficient, safe operation of cooling system, Increase useful life and energy efficiency</p>
<p>Negative Pressure Room Systems</p>	<p>Quarterly</p>	<p>Verify Negative Room Safety Status Inspect Fan Housing Assembly Ensure Motor and Belt Functionality Certify Op via Credentialed Vendor</p>	<p>Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly</p>	<p>Critical for health safety and welfare of area occupants to ensure negative pressure and mitigate cross- contamination.</p>

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Plumbing	Frequencies	Service Requirements	Specific Components	Comments
Boiler System / Heat Exchangers	Weekly Monthly Annually	Verify water delivery Temperature Verify proper gas delivery pressure Verify function of all safety devices Verify proper combustion and flue Op Verify water flow and water make-up Ensure proper heat water deliver temperatures	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies Water System Assemblies Heat Exchanger/Control Assemblies	Critical to ensure consistent hot water for facility and proper temperatures per code. Ensure safe efficient and code compliant operation of gas-fired appliance
Circulating Pump System / Domestic Water Pump System	Weekly Monthly Annually	Inspect/Lubricate motor/bearings Inspect coupling/seal for leaks Inspect impeller for proper Op Clean strainer ensure proper flow/temp Ensure Variable Frequency Drives (VFD) is modulating/holding Pounds for Square Inch (PSI)	Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temperature/ Pressure/ Strainer Assembly VFD	Significant to ensure proper volume and pressure rates of water delivery to facility, fixtures and devices.
Building Common Area Interior Fixtures	Daily Weekly Monthly	Inspect devices for leaks Inspect devices for proper function Verify proper gpf/hands-free operator Ensure fountain is clean/sanitized Inspect/Replace seats as required	Facility Devices / Fixtures; commode, sink, faucet, water fountains	Significant to ensure proper, safe, efficient plumbing fixture use for health

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Drain - Waste Line Inspection and Cleaning	Monthly Annually	Inspect for leaks Inspect and Verify proper drainage Auger line as required Camera line as required	Waste and Vent Line System	Significant to ensure proper drain wastewater from facility and mitigate black/gray/ water intrusion health and safety issues.
Plumbing Area Room and Pipe Chase Inspection	Monthly Annually	Inspect plumbing for leaks Clean pipe-chase and disinfect Inspect/Test flush actuators/devices Inspect/Replace Pins as required	Waste and Vent Line System Water flush actuators Ancillary drain pins/baffles/plumbing Trap-Primer Devices	Critical to ensure proper drainage of waste system without leaks. Reduce water usage, minimize black/gray water intrusion. Mitigate health/safety issues
Facility Emergency Power	Frequencies	Service Requirements	Specific Components	Comments
Emergency Power / Generator Systems	Monthly Quarterly Annually	Run system per facility level requirement. Record all operating temperatures and voltage/kw output Inspect for oil and coolant leaks, check levels. Inspect batteries and gravity test	Diesel Engine/Generator Assembly Battery Assembly System Dashboard Display	Highly Critical for Fire Life Safety of occupants and facility systems as designed. Vary per functionality of facility.

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		Monitor/Record/Log all output values		
Emergency Power / Generator Fuel Systems	Daily Monthly Quarterly Annually	Check and Inspect fuel level/integrity Inspect tank for leaks and proper function. Inspect/log monitor alarms/status. Relay issues to Environmental Team.	Fuel Monitoring System Above/Underground Fuel Systems	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Power System Switchgear / Panels / Distribution	Monthly Quarterly Annually	Check and inspect switch control operation, wire and connection integrity and proper operation	Distribution panels switch gear	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Facility Electrical	Frequencies	Service Requirements	Specific Components	Comments
Interior Lighting Systems	Weekly Monthly	Ensure proper function of panel Check ballast for overheating/odor Check electrical connections and	Lighting Control Panel Light fixture Electrical Switching	Significant to ensure proper illumination level and color rendition per code

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		switch Replace lamp as needed with proper Color Render Index. Dispose of lamp per EPA code		
Exterior Lighting Systems	Weekly Monthly	Verify proper and safe operation of control circuit. Replace light fixture as needed with suitable CRI/Wattage lamp Dispose of lamp per EPA code	Lighting Control Circuit Light fixture	Significant to ensure proper illumination level, color rendition per code and promote safe environment
Emergency Lighting Systems	Monthly	Testing operation of light fixture Replace rechargeable battery as needed Ensure ample lumens per safety code	E Lighting Fixture	Significant to ensure proper illumination in facility during an emergency
Electrical Area / Room Inspection	Monthly	Inspect all seismic bracing Inspect all wiring to integrity, hot spots, and proper connection. Use infrared per type of system Ensure room clear of debris and hazards	Electrical Distribution Panel and Gear	Significant to ensure continuity of utility, reliable power, and safe working conditions

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Facility Fire Life Safety	Frequencies	Service Requirements	Specific Components	Comments
Elevator Emergency Phone System	Monthly	Test phone for proper operation. Document results with Customer Service. Repair any malfunction immediately.	Emergency Phone in elevator	Highly Critical as emergency phone in elevator should always be functional for health safety and welfare
Fire Suppression System Sprinklers / Pumps / Controls	Weekly Monthly Annually	Perform inspections per NFPA code Utilize certified vendor as applicable Perform pump flow/pressure testing Inspect visual and audible devices Perform frequency per NFPA code	Fire System Piping Fire System Pumping Ancillary Fire Life Safety Devices	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire Extinguishers	Monthly Annually	Inspect verify pressure indicator in zone Document label accordingly Replace device as needed Recharge annually	Extinguishers / Cabinets	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire-Hood Suppression Systems	Semi-Annual Annually	Inspect per NFPA code with certified vendor. Document and Repair as needed	Hood Plenum Suppression Assembly	Critical for proper mitigation of fire within a commercial cooking environment.

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Fire / Exit / Emergency / Egress Signage	Monthly	Inspect proper operation and illumination of applicable signage Repair/Replace as required	Signage Devices	Critical for effective egress of facility occupants during an emergency egress situation.
Fire Monitoring / Panel Systems	Daily Weekly Monthly Annually	Inspection of Fire Panel for alarm or trouble conditions Verify secondary line continuity Inspect battery power backup Perform inspection per NFPA compliance	Fire Panel Communication lines - Vendor	Highly Critical for effective response and annunciation of fire within facility. To promote proper egress for the life safety of occupants.
Building Fire Inspection	Annually Five Years	Annual and Five-Year Building Inspections with certified vendor and Fire Life Safety agency per NFPA compliance	Fire Life Safety System	Highly Critical for effective response, suppression and annunciation of fire within facility. To promote proper egress for the life safety of occupants.

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Facility Building Envelope	Frequencies	Service Requirements	Specific Components	Comments
Roof Inspection / Roof Drains	Monthly Annually	Clear all debris from drain cover Verify proper water flow to grade level Clean all drains as needed Inspect roof membrane for breach Inspect substrate condition	Roof Drains - Primary/Secondary Roof Drain Lines Roof Gutters/Downspout	Significant as water intrusion within structures are conductive for relocation of services, disruption of services and environment for mold propagation.
Exterior Finish Inspection	Daily Weekly Monthly	Visually inspect for superficial deficiencies, document for follow up Inspect for water intrusion points Inspect exterior finish to glazing joints Inspect for building sag or compaction issues.	Various Building Construction Materials	Significant to ensure rudimentary building observation over time for structural issues and address aesthetic enhancements.
Exterior Door / Gate Operation and Maintenance / Window Inspection	Monthly	Inspect for proper ADA function and compliance Ensure weather integrity Ensure for proper operation/security Inspect all mechanical components Lubricate as needed and verify safety control devices.	Door Hardware / System Entry Points Glazing Systems Gate Systems	Critical to ensure proper ADA accessibility and compliance. Security of premises and integrity of devices against water intrusion.

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<p>Knox-Box Inspection / Flag Inspection / Building Signage</p>	<p>Daily Weekly Monthly</p>	<p>Ensure proper key is contained in knox-box. Ensure flag is in good condition per flag etiquette. Ensure hardware is functioning properly Ensure building signage is in appropriate condition, updated.</p>	<p>Know container Flagpole and devices Building Signage</p>	<p>Significant to ensure first responders have access to facility. Along with proper stewardship of State/Federal flags.</p>
<p>Facility Hardscape / Landscape / Grounds</p>	<p>Frequencies</p>	<p>Service Requirements</p>	<p>Specific Components</p>	<p>Comments</p>
<p>Perform grounds landscaping and debris removal</p>	<p>Daily Weekly Monthly</p>	<p>Ensure grounds are reasonably free of trash and debris Trees are maintained by arborist and do not pose a safety risk Shrubs and lawns are proper cared Irrigation methods are in line with local and State Water Control Board</p>	<p>Plants, Trees, Shrubs, Irrigation Systems</p>	<p>Significant to display county facilities in an aesthetically appropriate manner. To facilitate and sustain water wise environment for the community</p>

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Inspect / Clean / Storm Drains and Gutters	Monthly Annually	Inspect and clean Storm drains, curbs and gutters. Dispose of debris appropriately Ensure grates are positioned correctly	Storm Drains Curb and Gutter Systems	Significant to ensure proper drainage of water runoff, mitigate flooding and per compliance of Water Quality Management Plans
Inspect condition of curb painting	Monthly	Inspect curb for proper and reasonable painting (Fire Lane etc.) Inspect painting within parking structure Develop plan to rectify any deficiencies	Curb and Gutter	Proper painting is required for code compliance and adds an aesthetic component to any given facility.
Facility Regulatory Compliance	Frequencies	Service Requirements	Specific Components	Comments
Water Quality Management Plan (WQMP / BMP) Inspections & Management	Monthly Quarterly Annually	Perform inspections per WQMP guidelines. Document and report findings. Develop plan to rectify deficiencies. Record all activities.	Retention Basins Curb and Gutter Gravel Lots	Significant for compliance of applicable regulatory agencies

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Department of Environmental Health (DEH) / Hazardous Materials Building Plan - Training Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Spill Prevention Control and Countermeasure-Training / On-site Materials / Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Parking Lot Cleaning and Inspection	Quarterly Annually	Clean lot accordingly per WQMP plan. Document accordingly	Structure / Lot	Significant for compliance of applicable regulatory agencies
Boiler source Testing (SCAQMD)	Annually	Utilize certified vendor to test, analyze, document and record per regulatory agencies	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies	Significant for compliance of applicable regulatory agencies
Chiller Leak Testing (SCAQMD / EPA)	Annually	Utilize certified vendor to test, analyze, leak test, document and record per regulatory agencies	Chiller Compressors and Units All refrigeration devices and or circuits containing 50# or more	Significant for compliance of applicable regulatory agencies

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Condenser Tube Bundle Inspection and Cleaning	Semi-Annual Annually	Inspect and clean heat exchangers and tube bundles. Record and photograph condition of inspection and cleaning	Water cooled and Air-cooled chillers	Significant to ensure reliable operation and ability to perform as needed. Energy efficiency component due to efficient heat transfer areas.
Fire Extinguisher Testing and Certification	Monthly Annually	Inspect and recharge all fire extinguishers via certified vendor. Document and Record	Fire Extinguishers	Per NFPA regulatory compliance and Fire Life Safety best practices
Generator Full-Load Testing	Monthly Quarterly Annually	Perform certified Level 1 and Level 2 testing per facility mandate via vendor.	Generator Units	Per NFPA regulatory compliance and Fire Life Safety best practices.

EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS

I. GENERAL HOUSEKEEPING, PRIVATE OFFICES, LOBBIES AND LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)	ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)
1. Empty wastebaskets	X						
2. Clean and service cigarette urns, sweep entrances	X						
3. Dust furniture as needed in first impressions areas			X				
4. Clean and sanitize drinking fountains	X						
5. Spot clean reception lobby glass, including front door	X						
6. Low dust horizontal surfaces, including sills, ledges, molding, and shelves				X			
7. Clean counter tops	X						
8. Remove dust and cobwebs from ceiling areas				X			
9. Wash wastebaskets as needed			X				
10. Spot clean wall surfaces					X		
11. Clean entire wall surfaces							X
II. FLOORS AND CARPET							
1. Spot vacuum	X						
2. Detail vacuum				X			
3. Inspect for minor spots and remove	X						
4. Deep restoration extraction						X	
III. FLOORS, RESILIENT AND HARD SURFACES							
1. Dust mop	X						
2. Spot mop	X						
3. Damp mop	X						
4. High speed burnishing (resilient tile)				X			
5. Strip and refinish resilient tile with 3 coats of sealer and 5 coats of finish							X
6. Clean and polish baseboards							X
7. Hard tile (machine scrub)						X	

EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS

IV. WASHROOMS, EMPLOYEE & PUBLIC LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)	ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)
1. Clean, sanitize and polish porcelain fixtures including sinks, toilet, urinals, and showers	X						
2. Clean and sanitize all flush rings, drain and over-flow outlets	X						
3. Clean and polish all chrome fittings	X						
4. Clean and sanitize toilet seats	X						
5. Clean and polish mirrors	X						
6. Empty all containers and disposal units, insert liners	X						
7. Clean and sanitize exterior of all containers	X						
8. Dust metal partitions				X			
9. Dust/clean lounge furniture				X			
10. Remove spots, stains, splashes from wall area adjustments	X						
11. Remove fingerprints from doors, frames, light switches, handles, push plates, etc.	X						
12. Refill all dispensers to normal limits- soaps, tissue, paper towels and seat covers	X						
13. Low dust horizontal surfaces including sills, molding, ledges, shelves, etc.				X			
14. Spot clean metal partitions	X						
15. Wash and sanitize metal partitions				X			
16. High dust horizontal surfaces including ledges, shelves, pipes and vents						X	
17. Dust diffuser outlets in ceiling				X			
18. Sweep and clean debris from floors	X						
19. Damp mop all floor surfaces	X						
20. Machine scrub restroom					X		

**EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS**

	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)	ANNUAL Form 5 (SPECIAL REQUEST, EXTRA COST)
V. REGULAR SERVICES							
EXTERIOR WINDOWS							
1. Clean exterior							X
2. Clean interior							X
VI. ELEVATORS							
1. Clean/polish interior surfaces	X						
2. Clean/polish exterior door	X						
3. Sweep, damp mop and/or vacuum floor surface	X						
4. Clean elevator tracks as needed			X				
VII. ENTRANCES							
1. Sweep walkways	X						
2. Clean glass/doors	X						
3. Sweep patio, side, or rear doors	X						
VIII. PARKING							
1. Empty trash receptacles	X						
2. Sweep/clean lot							X
IX. PARKING STRUCTURE							
1. Empty trash receptacles	X						
2. Sweep/clean structure							X
3. Clean Elevators	X						
4. Clean stairwells							X
X. MISCELLANEOUS							
5. Sweep Emergency stairwells			X				
6. Mop emergency stairwells				X			
3. Empty trash from exterior break/picnic areas	X						
4. Wipe down exterior furniture		X					
5. Sweep and clean smoking areas and ash cans	X						
6. Empty recycle bins	X						
7. Dusting interior plants							X

EXHIBIT "D"
CONFIRMATION OF LEASE INFORMATION

1. LEASE REFERENCE DATE:
2. PREMISES:
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of _____, for a term of _____ ending on _____, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent began to accrue on _____, in the initial amount of _____ per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

LESSOR:

COUNTY:

Dated: _____

Dated: _____

EXHIBIT E

RULES AND REGULATIONS OF PROJECT WHICH CONSTITUTE A PART OF THE LEASE

- (a) Tenant and Tenant's employees shall not loiter in the entrance or corridors, or in any way obstruct the sidewalks, entry passages, halls or stairways, and shall use the same only as passageways and means of passage to and from their respective offices.
- (b) The sash doors, sashes, windows, glass doors, lights and skylights that reflect or admit light into the halls or other places of the Project shall not be covered or obstructed by Tenant and doors leading into the corridors shall not be left open by Tenant. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (c) The water closets and urinals shall not be used for any purposes other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (d) Tenant shall not mark, drive nails, screw or drill into, paint or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. All maps or pictures placed on the walls of any of the rooms must be so attached as to create minimum damage. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (e) No awning, shade, sign, advertisement or notice shall be inscribed, painted or affixed, on or to any part of the outside or inside of the building, except by the prior written consent of the County and unless it be of such color, size and style and in such place upon or in the Project as may be designated by County. If Tenant desires window coverings, the same must be of such uniform shape, color, material and make as may be prescribed by County and must be put up in the manner as directed by County and paid for by Tenant.
- (f) Electric wiring of every kind shall be introduced and connected by County and no boring or cutting the wires shall be allowed except with the prior written consent of County. Tenant shall pay for any damage incurred.
- (g) Tenant shall not use or install any machinery in the Premises which may cause any noise, jar or tremor the walls, or which by its weight might injure the floors of the Project.
- (h) County may limit the weight, size and position of all safes used in the Project and such safes shall in all cases stand on wood or metal of such size as shall be designated by County. All damages done to the Project by putting in, taking out, or maintaining a safe shall be repaired at the expense of Tenant.
- (i) Heat and air conditioning will be provided from 6:00 a.m. until 6:00 p.m., Monday through Friday and from 8:00 a.m. until 1:00 p.m. Saturdays (holidays excepted) whenever such heat or air conditioning shall, in County's judgment, be required for the comfortable occupation of said Project, but County shall not be liable in any manner to Tenant or to Tenant's agents or employees or licensees for any violations hereof.

- (j) Tenant and Tenant's officers, agents, and employees shall neither whistle, sing, nor play musical instruments or radio, nor make nor permit any improper noise in the building or interfere with any other tenants or those having business with them. Radio music that is audible only within the Premises is permitted.
- (k) Tenant must not bring on to the Project any vehicle, bicycle, scooter, or like item.
- (l) Except for service animals and approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Project without the prior written authorization of the County.
- (m) Tenant must observe strict care not to leave windows open and for any default or carelessness, Tenant shall make good all injuries sustained by other tenants and County.
- (n) No machinery of any kind (as opposed to the usual and customary office equipment such as copying machines and personal computers) which is so heavy or noisy that it may result in damage to the Premises, Project or property or to the quiet enjoyment of the same by other tenants, will be allowed in the Project without the prior written consent of the County.
- (o) Furniture, freight or equipment may only be moved into, within and out of the Project with the prior written consent and under the supervision of County. Any damage to the Project from such moving will be paid by the Tenant, and County shall not be responsible for the loss of, or damage to, such furniture, freight or equipment from any cause.
- (p) Employees of county shall not perform any work nor do anything outside of their regular duties unless under special instruction from the County, and no employee of the County shall admit any person (tenant or otherwise) to any office without specific instructions from County. Nothing herein or in any of these rules shall create any obligation on the part of County nor specifically provided in the foregoing lease.
- (q) All keys shall be obtained from Premises and all keys shall be returned to County upon the termination of this Lease. Tenant shall not change the locks or install other locking devices on the doors without prior written consent of County.
- (r) It is understood and agreed between County and Tenant that no assent or consent to any waiver of any party hereof by County in spirit or in letter shall be deemed or taken is made except the same is done in writing and attached to or endorsed hereon by County.
- (s) Use of the Premises before 6:00 a.m. or after 6:00 p.m. or at any time during Saturdays, Sundays and legal holidays, shall be subject to such rules and requirements as County may from time to time prescribe.
- (t) The bulletin board or directory of the Project will be provided exclusively for the display of the name and location of Tenants only and County reserves the right to exclude all other names therefrom.
- (u) No person shall be employed by Tenant to do janitorial work in any part of said Project without the prior written consent of County.
- (v) County reserves the right to exclude or expel from the Project any person who, in sole judgment of County is intoxicated or under the influence of alcohol or illegal drugs or who shall, in any manner, perform any act in violation of the rules and regulations of said Project.
- (w) County reserves the right to close and keep locked all entrances and exit doors of the Project or doors closing the stairways or elevators thereof; and to regulate access of all

persons to the halls and corridors thereof during such after-business hours as County may deem to be advisable for the adequate protection of the Project.

- (x) County reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's sole judgment may from time to time be necessary for the management, safety, care and cleanliness of the Project and/or Premises, and of the preservation of good order therein as well as for the convenience of other occupants and tenants herein. County shall not be responsible to Tenant herein or to any other person for the non-observance or violation of the rules and/or regulations by any other tenant or person. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to his occupancy of the space herein leased.
- (y) Tenant at all times agrees to abide by any additional rules or regulations which are ordered or required by any governmental or military authority.

EXHIBIT F

PARKING GARAGE RULES AND REGULATIONS

WHICH CONSTITUTE A PART OF THE LEASE

In addition to all other provisions of the Lease, Tenant's parking rights and obligations shall be subject to the following terms and conditions.

1. Visitor Parking. So long as this Lease is in effect, Tenants' visitors and guests shall be entitled to use those specific parking areas which are designated for short-term visitor parking and which are located within the surface parking area(s), if any, and/or within the parking structure(s) which serve the Project. Visitor parking shall be made available at a charge established by County in its discretion from time to time. Tenant, at its sole cost and expense, may elect to validate such parking for its visitors and guests. All such visitor parking shall be on a non-exclusive, in-common basis with all other visitors and guests of the Project.
2. Tenant Parking. As consideration for use of the unreserved and reserved parking spaces specified in Section 2.10 of the Lease, Tenant shall pay to County, as additional rent under the Lease, the parking rate set forth in Section 2.10 of the Lease. Tenant shall pay County the additional rent for such unreserved parking spaces monthly in advance concurrently with each monthly payment of Base Rent. All unreserved parking spaces shall be made available to Tenant, its employees and all other tenants and employees of the Project entitled to use such parking facilities, on a non-exclusive, in-common basis.
3. Use of Unreserved and Reserved Parking Spaces. With respect to reserved parking, Tenant shall use only the parking space(s) specifically designated by county for use by Tenant. Tenant shall not use any parking spaces which have been specifically assigned by County to other tenants or occupants or for other uses such as visitor parking or which have been designated by any governmental entity as being restricted to certain uses. Tenant shall be obligated to lease the reserved and unreserved parking spaces specified herein throughout the Term of the Lease and shall not be entitled to any additional reserved or unreserved parking privileges applicable to the Premises for the remainder of the Term of the Lease. If, however, at any time Tenant desires to increase or reduce the number of reserved or unreserved parking spaces it leases under the terms of this Lease, Tenant shall notify County in writing of such desire and County shall have the right, in its sole and absolute discretion, to either (a) approve such requested increase in the number of parking spaces allocated to Tenant (with an appropriate increase to the additional rent payable by Tenant for such additional spaces based on the prevailing parking rates, (b) approve such requested decrease in the number of parking spaces allocated

to Tenant (with an appropriate reduction in the additional rent payable to Tenant to County for such eliminated parking spaces based on the rate Tenant would otherwise be obligated to pay pursuant to this Lease for the use of such parking spaces), or (c) disapprove such requested increase or decrease in the number of parking spaces leased to Tenant. Promptly following receipt of Tenant's written request, County shall provide Tenant with written notice of its decision including a statement of any applicable adjustments to the additional rent payable by County to Tenant for parking under the Lease.

4. General Provisions. County reserves the right to set and increase monthly fees and/or daily and hourly rates for parking privileges from time to time during the Lease Term. County may assign any unreserved and unassigned parking spaces and/or make all or any portion of such spaces reserved, if County reasonably determines that it is necessary for orderly and efficient parking. Failure to pay for the lease of any particular parking spaces may be treated by County as a failure to pay rent as required under the Lease, and, in addition to all other remedies available to County under the Lease, at law or in equity, County may elect to recapture such parking spaces for the balance of the Term of this Lease if Tenant does not cure such failure to pay within the applicable cure period. Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred, or otherwise conveyed, without County's prior written consent, which consent County may withhold in its sole and absolute discretion. In any event, under no circumstances may Tenant's parking rights and privileges be transferred, assigned or otherwise conveyed separate and apart from Tenant's interest in the Lease.
5. Rules and Regulations for Parking. The following rules and regulations shall govern the use of the parking facilities which serve the Project. Tenant shall be bound by such rules and regulations and all reasonable modifications or additions thereto and shall use its best efforts to cause Tenant's affiliates and others who use the parking facilities with Tenant's express or implied permission to also comply with the parking rules and regulations. Any modification or additions to the following rules and regulations shall be binding on Tenant when delivered to Tenant. County shall not incur any liabilities to Tenant or Tenant's affiliates arising from or in connection with the non-performance of any of the following rules and regulations by any other tenants or occupants of the Project.
 - (a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's affiliates to be loaded, unloaded or parked in areas other than those designated by County for such activities. No vehicles shall be left in the parking areas overnight and no vehicles shall park in the parking areas other than automobiles, motorcycles and four wheeled trucks. No extended term storage of vehicles shall be permitted.
 - (b) Vehicles must be parked entirely within painted stall line lines of a single parking stall.

- (c) All directional signs and arrows must be observed.
- (d) The speed limit within all parking areas shall be five (5) miles per hour.
- (e) Parking is prohibited:
 - 1. In areas not striped for parking;
 - 2. In aisles;
 - 3. Where "No Parking" signs are posted;
 - 4. On ramps;
 - 5. In cross-hatched areas; and
 - 6. In such other area as may be designated from time to time by County or County's parking operator.
- (f) Washing, waxing cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
- (g) County may refuse to permit any person who violates these rules with unreasonable frequency to park in the parking facilities, and any violation of these rules shall subject the violator's car to removal, at such vehicle owner's expense. Tenant agrees to use its' best efforts to acquaint its affiliates with these parking provisions, rules and regulations.
- (h) Parking access cards or any other device or form of identification supplied by County as a condition of use of the parking facilities shall remain the property of the County. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void. County reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements. Parking access card holders who do not have their card present at time of exit of the parking facility will be subject to hourly charges or a lost ticket fee.
- (i) Loss, damage or theft of parking identification devices must be reported to the County Parking Division immediately, and a lost, stolen or damaged card will require a twenty-five (\$25.00) dollar replacement fee. County has the right to exclude any car from the parking facilities that does not have an identification device.
- (j) All damage or loss claimed to be responsibility of County must be reported prior to leaving the parking facility and the damage or loss must be itemized in writing and delivered to County within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of County, if any, is limited to Two

Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. County is not responsible for loss of use.

- (k) Tenant agrees to use its reasonable, good faith efforts to cooperate in traffic mitigation programs which may be undertaken by County independently, or in cooperation with local municipalities or governmental agencies or other property owners in the vicinity of Project. Such programs may include, but shall not be limited to, carpools, vanpools and other ridesharing programs, public and private transit, flexible work hours, preferential assigned parking programs and programs to coordinate tenants within the Project with existing or proposed traffic mitigation programs.

County of Riverside Ordinance 626 is strictly enforced in all County of Riverside parking structures and lots.

Pacific Premier Bank

3403 10th St., Suites 100, 600, 640, 810, 830, Riverside, CA 92501



Legend

County Centerline Names



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Notes

APN 215120005
Location outlined in black
District 1

0 94 188 Feet

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