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

ITEM: 3.14
(ID # 29150)
MEETING DATE:
Tuesday, November 18, 2025

FROM : FACILITIES MANAGEMENT AND RUHS

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution No. 2025-287, Authorization to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Number 169-172-076, by Grant Deed from Jurupa Valley Medical Partners, LLC; CEQA Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 2. [$25,069,900 - 100% RUHS-FQHC Health Care Clinics Fund 40090] (Clerk to File Notice of Exemption) (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(h) and Section 15061(b)(3), "Common Sense" Exemption;

2. Adopt Resolution No. 2025-287, Authorization to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Number 169-172-076;

3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between Jurupa Valley Medical Partners, LLC, a California limited liability company, and authorize the Chair of the Board of Supervisors (Board) to execute said Agreement;

Continued on Page 2
ACTION:4/5 Vote Required, Policy, CIP

Jennifer Cruikshank
Jennifer Cruikshank, Chief Executive Officer – Health System 11/5/2025

Vincent Yzaguirre
Vincent Yzaguirre 11/5/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	November 18, 2025
xc:	FM-RE, RUHS-MC, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the transaction;

5. Authorize reimbursement to Facilities Management – Real Estate (FM-RE) in the amount not-to-exceed $69,900 for transactional, due diligence, and staff costs;

6. Approve and direct the Auditor Controller to make the budget adjustment shown in Schedule A; and

7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) business days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 25,069,900	$ 0	$ 25,069,900	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% RUHS-FQHC Health Care Clinics Fund 40090			**Budget Adjustment:** Yes **For Fiscal Year:** 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 21, 2025, the Board of Supervisors adopted Resolution No. 2025-258, Notice of Intention to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Number 169-172-076 ("Property"). The Property is also described as the Riverside University Health System Community Health Center (RUHS CHC) located at 8876 Mission Boulevard in the City of Jurupa Valley, California. This facility was recently constructed in 2018 to specifically house this new Community Health Center.

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks the Board's Authorization to Purchase the Property, along with the approval of the attached Purchase Agreement, in the amount of Twenty-Five Million Dollars ($25,000,000), for the fee simple interests in certain real property located on the 3.89 acres of land improved with an approximate 40,000 square foot build-to-suit clinic and adjacent parking areas; including

all improvements, fixtures, furniture, and equipment. The Property will be continually used to provide for health and wellness of the community.

Through this action the County will be purchasing this Property and terminating the current long-term lease of this facility. This purchase is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(h) Section 15061(b)(3), "Common Sense" Exemption.

Resolution No. 2025-287 and the Agreement of Purchase and Sale and Joint Escrow Instructions has been reviewed and approved by County Counsel as to legal form. Staff recommends approval of this item and the attached Purchase Agreement.

Impact on Residents and Businesses

The acquisition of the Property will continue to benefit the health and wellness of the community and provide a positive economic impact for both residents and businesses who utilize this valuable Riverside University Health System Community Health Center.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the overall acquisition of the Property:

Acquisition:	$	25,000,000
Estimated Title and Escrow Charges:	$	2,000
Preliminary Title Reports	$	1,000
County Appraisal	$	6,900
Due Diligence – Inspection Reports	$	15,000
County Staff Time: FM-Real Estate	$	35,000
County Staff Time: County Counsel	$	10,000
Total Estimated Acquisition Costs (Not to Exceed)	$	25,069,900

Transactional costs of $69,900 associated with the acquisition of the Property by Facilities Management – Real Estate (FM-RE) will be fully reimbursed by RUHS in FY 25/26.

ATTACHMENTS:

- Aerial Image
- Resolution No. 2025-287
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption

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

SCHEDULE A

Budget Adjustment
FY 2025/2026

Increase Appropriations:			
40090-4300600000-535540	Depreciation-Building	$	626,748
40090-4300600000-542040	Buildings-Capital Projects	$	25,069,900
Increase Estimated Revenues:			
40090-4300600000-776270	Medi-Cal Patients	$	626,748
Increase Unrestricted Net Assets:			
40090-4300600000-380100	Unrestricted Net Assets	$	25,069,900

Brett Austin
Brett Austin, Supervising Accountant 10/27/2025

Sarah Franco
Sarah Franco, Assistant County Executive Officer 11/12/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 11/7/2025

Board of Supervisors | County of Riverside

Resolution No. 2025-287

Authorization to Purchase Real Property in the

City of Jurupa Valley, County of Riverside, State of California

Assessor's Parcel Number: 169-172-076

WHEREAS, Jurupa Valley Medical Partners, LLC, a California limited liability company ("Seller"), is the owner of certain real property located in the City of Jurupa Valley, County of Riverside, State of California, consisting of approximately 3.89 acres of land improved with an approximate 40,000 square foot build-to-suit clinic and adjacent parking areas, commonly known as 8876 Mission Blvd, Jurupa Valley, identified by Assessor's Parcel Number 169-172-076 ("Property");

WHEREAS, the County of Riverside ("County"), a political subdivision of the state of California, desires to purchase the Property from the Seller and Seller desires to sell the Property to County;

WHEREAS, the Property consists of an existing Riverside University Health System Community Health Center ("RUHS-CHC") and ensures full County ownership of a vital facility and resource for our community;

WHEREAS, pursuant to the California Government Code, the Board of Supervisors adopted Resolution No. 2025-258, Notice of Intention to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California on October 21, 2025 and published its Notice of Intention pursuant to California Government Code Section 6063; and

WHEREAS, this purchase is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(h) Section 15061(b)(3), "Common Sense" Exemption; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on or

FORM APPROVED COUNTY COUNSEL
BY: AARON C. GETTIS DATE 11-7-25

after November 18, 2025 at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption because the County is merely purchasing the fee interest in the Property to continue the use of the Property, and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the Board authorizes the purchase of the Property located in the City of Jurupa Valley, County of Riverside, State of California, identified as 3.89 acres of land improved with an approximate 40,000 square foot build-to-suit clinic and adjacent parking areas, commonly known as 8876 Mission Blvd, Jurupa Valley, Assessor's Parcel Number 169-172-076, more particularly described in Exhibit "A" Legal Description, attached hereto, in the amount not to exceed Twenty-Five Million Dollars ($25,000,000), pursuant to terms and conditions in the Agreement of Purchase and Sale and Joint Escrow Instructions.

BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the Board hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and Jurupa Valley Medical Partners, LLC, a California limited liability company ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Facilities Management, or her designee, is authorized to execute any other

documents and administer all actions necessary to complete the purchase of real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereon pursuant to California Government Code Section 6063.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities Management – Real Estate Division be reimbursed for all costs incurred relating to the acquisition in an amount not-to-exceed $69,900 in due diligence expenses and staff time.

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of the Board of Supervisors is directed to file the Notice of Exemption with the County Clerk.

Board of Supervisors **COUNTY OF RIVERSIDE**

RESOLUTION NO. 2025-287

AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ASSESSOR'S PARCEL NUMBER 169-172-076

ROLL CALL:

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Abstain:	None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By: _____

Deputy

11/18/2025 Item 3.14

EXHIBIT "A"
Legal Description

FOR APN/PARCEL ID(S): 169-172-076
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
BEING ALL OF PARCELS 1 AND 2 OF PARCEL MAP 21336, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 151, PAGES 47 THROUGH 48 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND PARCEL 2, NORTH 89° 58' 48" EAST 494.93 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHERLY LINE, SOUTH 45° 00' 31" EAST 32.53 FEET TO THE EASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 00' 09" WEST 304.83 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 AND PARCEL 1, SOUTH 89° 57' 49" WEST 518.23 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 03' 12" EAST 327.99 FEET TO THE POINT OF BEGINNING. CONTAINING 3.894 ACRES, MORE OR LESS

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

BY AND BETWEEN

Jurupa Valley Medical Partners, LLC,
a California limited liability company

AS SELLER

AND

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

AS BUYER

RELATING TO
8876 Mission Blvd, Jurupa Valley, CA 92509

Assessor's Parcel Number:
169-172-076

NOV 18 2025 3.14

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 18 day of NOV, 2025, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer"), and **Jurupa Valley Medical Partners, LLC** a California limited liability company ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

1. **Definitions**. For the purposes of this Agreement the following terms will be defined as follows:

(a) **Effective Date**: The Effective Date is the last date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Real Property**: Seller is the owner of certain real property located in the City of Jurupa Valley, County of Riverside, State of California, consisting of approximately 3.89 acres of land ("Land") improved with an approximately 40,000 square foot build-to-suit clinic and adjacent parking areas, commonly known as **8876 Mission Blvd**, Jurupa Valley, California, identified by Assessor's Parcel Number **169-172-076**, which is more particularly described in Exhibit "A", attached hereto and incorporated herein (collectively, "Property");

In addition, the Property also shall include all rights, privileges, easements and rights-of-ways appurtenant to, or used in connection with the beneficial use and enjoyment of, the Land (collectively, the "Appurtenances"), including, without limitation, (i) all easements, rights of way, privileges, licenses, rights, benefits, tenements and appurtenances pertaining to the Land; (ii) any strips or gores of land adjoining the Land; (iii) any land lying in or under the bed of any street, alley, road or right-of-way open or proposed, abutting or adjacent to the Land, (iv) riparian rights, and rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed in, on, across, in front of abutting or adjoining the Land, and (v) mineral , oil, gas and similar estates and rights, owned by the Seller, without reservation; and all Improvements located on the Land and used in connection with the ownership, use, operation or occupancy of the Land;

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Land shall be considered as part of the real property, collectively referred to as the "Improvements".

(d) **Personal Property:** All of Seller's right, title and interest in the equipment, apparatus, machinery, appliances, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used in connection with the operation, ownership or management of the Property, but specifically excluding any items of personal property owned by tenants or licensees at or on the Property and further excluding any items of personal property owned by third parties and leased to Seller (collectively, the "Personal Property").

(e) **Purchase Price**: The Purchase Price for the Property is Twenty-Five Million Dollars ($25,000,000); The Purchase Price shall include the purchase of the Property, Improvements, Appurtenances, and the Personal Property.

(f) **Escrow Holder**: Commonwealth Title at the address set forth in subparagraph (i) below. The escrow has been assigned to Grace Kim as the Escrow Officer;

(g) **Title Company**: Commonwealth Title at the address set forth in subparagraph (i) below, Chris Maziar is assigned as the Senior Title Officer;

(h) **Closing and Close of Escrow**: Closing and Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside;

(i) **Closing Date**: The Closing Date shall be no later than thirty (30) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, however Seller shall grant to Buyer, if necessary and at Buyer's sole discretion, one (1) thirty (30) day escrow extension. Buyer shall grant to Seller, if necessary and at Seller's sole discretion, one (1) thirty (30) day escrow extension;

(j) **Notices**: Will be sent as follows to:

Seller: Jurupa Valley Medical Partners, LLC
Attn: Brandon Sudweeks
27368 Via Industria, Suite 102
Temecula, CA 92590
Telephone: (951) 297-7425
Email: brandons@cbcsocalgroup.com

Buyer: County of Riverside
Attn: Jonathan Duey
3450 14th Street, Suite 200
Riverside, California 92501
Telephone: (951) 955-4824
Email: jduey@rivco.org
Cc: vyzaguirre@rivco.org , tbeauchamp@rivco.org , baperez@rivco.org

Escrow Holder: Commonwealth Land Title
Attn: Grace Kim, Senior Commercial Escrow Officer
Vice President
4400 MacArthur Boulevard, Suite 800
Newport Beach, CA 92660
Telephone: 949-724-3141
Email: gukim@cltic.com

Title Company: Commonwealth Land Title

Attn: Chris Maziar, AVP, Senior Title Officer and NCS Coordination
4400 MacArthur Boulevard, Suite 800
Newport Beach, CA 92660
Telephone: 949-724-3170
Email: cmaziar@cltic.com

(k) **Exhibits**:
Exhibit "A" - Legal Description of Property
Exhibit "B" - Grant Deed
Exhibit "C" – Reserved
Exhibit "D" – Lease Agreement
Exhibit "E" – Bill of Sale

2. **Purchase and Sale**. Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with the Improvements, Appurtenances, and Personal Property situated thereon with the exception of any covenants, conditions, and restrictions which must be removed by Seller prior to the purchase. Additionally, Seller shall transfer any and all warranty items remaining on the Property including, but not limited to roofing and water heater, and pay for all transfer fees associated therewith.

3. **Purchase Price**. The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

4. **Escrow**. Buyer and Seller shall open an escrow (the **"Escrow"**) with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder**.

5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed **("Grant Deed")**, in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer; and

(b) A Transferor's Certificate of Non-Foreign Status (**"FIRPTA Certificate"**).

(c) A Bill of Sale in the form of Exhibit "E" attached hereto ("Bill of Sale"), executed by Seller, vesting in Buyer, without warranty, Seller's right, title and interest in and to the Personal Property described therein;

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3, above;

(b) The Bill of Sale, executed by Buyer; and

(c) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will designate the Title Company as the **"Reporting Person"** for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title**. At the Close of Escrow, free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters (**"Permitted Exceptions"**):

(a) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

7. **Conditions to the Close of Escrow**.

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report 932505600 dated August 15, 2025, for the Property prepared by Commonwealth Land Title together with copies of the exceptions to title described in the Preliminary Report.

(i) Seller will remove or cause to be removed any Objectionable Exceptions, or obtain appropriate endorsements to the title policy on or before the Closing Date; or

(ii) If Seller advises Buyer that it will not remove or cause the exceptions to be removed, Buyer will have ten (10) days to elect, at its sole remedy, to:

(a) Proceed with the purchase and acquire the Property, subject to the Objectionable Exceptions; or

(b) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer.

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(c) Delivery of Information. Seller has provided Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller has in its possession relating to the Property, and Buyer acknowledges receipt of the same. Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Section 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Sections 5.2 and 5.3 above; and

(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until the Opening of Escrow to approve or disapprove of the condition of the Property. Prior to the Opening of Escrow, Buyer may cancel for any reason whatsoever by providing written notice to Seller and Escrow.

8. **Due Diligence by Buyer**. Seller asserts that Buyer, or its authorized agents, has permission to enter the Property at all reasonable times prior to the Opening of Escrow (and at any time prior to the Close of Escrow) in this transaction for the purpose of conducting

due diligence, including making necessary or appropriate inspections. Buyer holds a current leasehold interest at the Property and has an exclusive right to the Property for its operations.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matter prior to the Opening of Escrow. Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow;

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

(i) Would appear as an exception to the Title Policy; or

(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.3 As-Is Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY, WARRANTIES, SERVICE LOGS, VENDOR INFORMATION, AS-BUILT DRAWINGS, LAND SURVEYS, AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY; AND BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's Obligation**. The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3. Additionally, through the Close of Escrow, Seller maintains that the Property will be upkept and managed through its designated property management servicer. No outstanding deferred maintenance will be delivered to the Buyer.

10. **Title Insurance**. At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions (**"Title Policy"**) and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses**.

11.1 Seller will pay:

(a) Seller shall pay all closing costs and recording fees;

(b) Documentary transfer taxes;

(c) All costs associated with removing any debt or liens encumbering the Property, if applicable;

(d) All costs associated with Seller's attorneys' fees and brokers' fees;

(e) Seller's share of prorations, if applicable; and

(f) All costs associated with title insurance, such as a CLTA standard owner's title insurance policy. Buyer may elect to purchase and pay for an ALTA extended owners title policy; and

11.2 Buyer will pay:

(a) Buyer's share of prorations, if applicable.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant

to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

13. **Disbursements and Other Actions by Escrow Holder**. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties**. In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

14.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

14.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 At Closing, Seller shall convey the Property in "as-is" physical condition, the Improvements, Appurtenances, and Personal Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,

rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

15. **Indemnification**.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claims, actions, costs, or expenses arising from any hazardous substances discovered at the Property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes or action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances**.

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 16, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have

been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) There are and have been no federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;

(c) No claims have been made by any third party relating to any Hazardous Substances on or within the Property; and

(d) There has been no disposal of Hazardous Substances or accidental spills which may have contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **Notices**. All notices or other communications required or permitted hereunder must be in writing and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

18. **Miscellaneous**.

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto and incorporated herein) constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof. Each party further agrees to respond to communications from the other party in a timely manner. In the event either party fails to respond to written or oral communications for a period of ten (10) consecutive calendar days, the other party shall have the right to terminate this Agreement by providing written notice, provided that the non-responsive party shall have three (3) calendar days after receipt of such notice to cure by resuming communication.

18.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Seller is solely responsible shall pay any and all commission/compensation to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

18.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create a joint venture, a partnership, or any other similar relationship between the parties.

18.13 Termination of Lease. The certain lease dated July 11, 2017 between Jurupa Valley Medical Partners, LLC (Lessor) and County of Riverside (Lessee) shall be terminated upon Close of Escrow, all current rent payments, reimbursement for leasehold improvements and furniture, fixtures and equipment due at the time shall be prorated through escrow and any outstanding future obligations shall be deemed satisfied through the Purchase Price of the Property. The Lease is attached hereto as Exhibit "D" and incorporated herein.

[Signatures Provisions on the Following Page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

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

Date: NOV 18 2025

SELLER:
JURUPA VALLEY MEDICAL PARTNERS, LLC, a California limited liability company

By: _____
Richard E. Boureston
Managing Member

Date: _____

By: _____
Brandon Sudweeks
Managing Member

Date: 11-11-25

ATTEST:
Kimberly Rector,
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: _____
Ryan Yabko,
Deputy County Counsel

NOV 18 2025 3.14

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

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

Date: _____

ATTEST:
Kimberly Rector,
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: _____
Ryan Yabko,
Deputy County Counsel

SELLER:
JURUPA VALLEY MEDICAL PARTNERS, LLC, a California limited liability company

By: Richard E Boureston
Richard E. Boureston
Managing Member

Date: Nov 5th 2025

By: _____
Brandon Sudweeks
Managing Member

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 169-172-076

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
BEING ALL OF PARCELS 1 AND 2 OF PARCEL MAP 21336, IN THE CITY OF JURUPA VALLEY, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 151, PAGES 47 THROUGH 48 OF PARCEL
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 6 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND PARCEL 2, NORTH 89° 58' 48" EAST 494.93
FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID PARCEL 2;
THENCE ALONG SAID NORTHERLY LINE, SOUTH 45° 00' 31" EAST 32.53 FEET TO THE EASTERLY LINE OF SAID
PARCEL 2;
THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 00' 09" WEST 304.83 FEET TO THE SOUTHEASTERLY
CORNER OF SAID PARCEL 2;
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 AND PARCEL 1, SOUTH 89° 57' 49" WEST 518.23
FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 03' 12" EAST 327.99 FEET TO THE POINT
OF BEGINNING.
CONTAINING 3.894 ACRES, MORE OR LESS.

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's

PROJECT: Jurupa Valley Medical Building

APN: **169-172-076**

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jurupa Valley Medical Partners, LLC,** a California limited liability company, GRANTS to **THE COUNTY OF RIVERSIDE, a political subdivision of the State of California**, the real property in the County of Riverside, State of California, described as: See Exhibit "A" attached hereto and made part hereof

PROJECT: Jurupa Valley Medical Building

APNs: **169-172-076**

Dated: _____

GRANTOR:

Jurupa Valley Medical Partners, LLC,
a California limited liability company

By: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2025 from the Grantor, **Jurupa Valley Medical Partners, LLC**, a California limited liability company, granted to the Grantee, **THE COUNTY OF RIVERSIDE, a political subdivision of the State of California**, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2025.

By: _____

EXHIBIT C

"RESERVED"

EXHIBIT D
LEASE AGREEMENT

LEASE

8876 Mission Blvd.

Jurupa Valley, California 92509

Table of Contents

1.	Parties		1
2.	Premises		1
	2.1	Letting	1
	2.2	Defined	1
	2.3	Preparation of Premises/Acceptance	1
	2.4	Condition of Premises	2
3.	Use		2
4.	Term		2
	4.1	Commencement	2
	4.2	Confirmation of Lease Information	3
	4.3	Delay in Delivery of Premises	3
	4.4	Holding Over	4
5.	Rent		5
	5.1	Rent	5
	5.2	Percentage Increase	5
	5.3	Direction of Payment of Rent to Alternate Payee	5
6.	Options		5
	6.1	Option to Extend Term	5
	6.2	Intentionally deleted	6
	6.3	Option to Purchase	6
7.	Compliance		8
	7.1	Compliance	8
	7.2	California Environmental Quality Act	8
	7.3	Americans With Disabilities	9
	7.4	Asbestos and Lead Based Paint	9
	7.5	Hazardous Substance	9
	7.6	Sick Building Syndrome	11
	7.7	Waste Water	11
8.	Custodial Services		12
	8.1	Custodial Services	12
	8.2	County's Right to Provide Custodial Services and Deduct Costs	12
9.	Utilities		13
10.	Repairs and Maintenance		13

10.1 Lessor's Repair and Maintenance Obligations 13
10.2 Lessor's Default 14
10.3 County's Right to Make Repairs and Deduct Cost 14
10.4 Emergency Repairs 15
10.5 Periodic Services 16
11. Alterations and Additions 16
11.1 Improvements by Lessor 16
11.2 Improvements by County 18
11.3 Communications Equipment 19
12. Exculpation, Indemnification, and Insurance 19
12.1 Exculpation 19
12.2 Indemnification and Hold Harmless 21
12.3 Insurance 22
13. Damage and Destruction 26
13.1 Repair of Damage 26
13.2 Repair Period Notice 27
13.3 Lessor's Option to Terminate or Repair 27
13.4 County's Option to Terminate 27
13.5 Rent Abatement Due to Casualty 28
13.6 Damage Near End of Term 28
13.7 Effective Date of Termination; Rent Apportionment 28
13.8 Waiver of Statutory Provisions 29
13.9 Release on Termination 29
14. Eminent Domain 29
14.1 Total Condemnation 29
14.2 Partial Condemnation 29
14.3 Award 29
14.4 Temporary Condemnation 30
15. Estoppel Certificates 30
16. Subordination, Non-Disturbance and Attornment 30
16.1 Subordination, Non-Disturbance and Attornment Agreement 30
16.2 Subordination 30
16.3 Attornment 31
17. Breach by Lessor 31
17.1 Breach by Lessor/Lessor's Default 31
17.2 County's Right to Cure Lessor's Default and Deduct Cost 31
17.3 Rent Setoff 32
17.4 Breach by County 32
18. Lessor's Representations and Warranties 34
18.1 Title 34

18.2 Certificate of Authority 34
18.3 No Litigation 34
18.4 Easements 34
19. Land Purchase 35
20. Miscellaneous 35
20.1 Quiet Enjoyment 35
20.2 Non Waiver 36
20.3 Binding on Successors 36
20.4 Severability 36
20.5 Venue 36
20.6 Attorney's Fees 36
20.7 County's Representative 37
20.8 Agent for Service of Process 37
20.9 Entire Lease 37
20.10 Interpretation 37
20.11 Time of Essence 38
20.12 Recording 38
20.13 Consent 38
20.14 Title 38
20.15 Conveyance by Lessor 38
20.16 Mechanic's Liens 38
20.17 Surrender 39
20.18 Notice 39
20.19 Authority 40
20.20 Approval of Supervisors 40
20.21 Force Majeure 40

EXHIBITS

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

Site Plan Exhibit A
Leasehold Improvement Agreement Exhibit B
Asbestos Exhibit C
Confirmation of Lease Information Exhibit D
Custodial Services Agreement Exhibit E
General Construction Specifications for Leased Facilities Exhibit F
Estoppel Certificate Exhibit G
Subordination, Non-Disturbance & Attornment Agreement Exhibit H

LEASE

COUNTY OF RIVERSIDE

1. Parties.

1.1 This Lease ("Lease") is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "County" and, **JURUPA VALLEY MEDICAL PARTNERS, LLC**, a California limited liability company hereinafter referred to as "Lessor." County and Lessor are hereinafter collectively referred to as the "Parties" or individually as a "Party".

2. Premises.

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

2.2 Defined. The Premises shall consist of that certain real property including all improvements therein (the "Property") or to be provided by Lessor under the terms of this Lease, and commonly known as 8876 Mission Boulevard, located in the City of Jurupa Valley, County of Riverside, State of California, also identified as Assessor Parcel Numbers 169-172-073 and 169-172-072, generally described as a free standing building (together with all improvements and fixtures therein, the "Premises ") consisting of approximately 40,000 square feet with approximately 201 parking spaces allocated as unreserved and secured, as shown on the site plan, attached as Exhibit "A." It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees.

2.3 Preparation of Premises/Acceptance. The rights and obligations of the Parties regarding the construction of the Premises before the commencement of the Term (as defined in Section 4.1 below) are stated in the attached Leasehold

Improvement Agreement, Exhibit "B." If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail.

2.4 Condition of Premises. Lessor shall deliver the Premises to County in a fully clean and safe condition, free of hazards and debris, entirely permitted and inspected by local authorities, on the Commencement Date, and Lessor warrants for the Term of this Lease, that all systems and equipment, including, but not limited to, electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system, elevators, security systems, lighting, heating, ventilating and air conditioning systems ("HVAC"), that serve the Premises (herein defined as the "Base Building Systems"), other than those installed or constructed by County, and excepting damage caused by the County, shall be in safe, hazard free, good operating condition, and, the roof, bearing walls and foundation of the Premises shall be free of material defect.

3. Use.

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

4. Term.

4.1 Commencement.

(a) This Lease shall be effective upon the date of its full execution by the Parties hereto (the "Effective Date".) The Term of this Lease shall be for a period of twenty (20) years ("Original Term") commencing on the date County accepts the Premises for occupancy, which acceptance shall not be unreasonably withheld, which shall occur only after the date on which Lessor delivers to County a copy of (i) the Certificate of Occupancy issued by the City of Jurupa Valley relating to the Premises,

and (ii) a certificate of substantial completion from the architect of record ("Commencement Date"). The Original Term shall expire at midnight on the last day of the twentieth (20th) year ("Expiration Date"). The Original Term and any extension thereof is hereinafter collectively referred to as the "Term".

4.2 Confirmation of Lease Information. At such time as the Commencement Date of this Lease has been determined, either Party may deliver to the other Party a notice in the form set forth in the attached Exhibit "D," which the receiving Party shall execute, after making any corrections necessary to conform the information to the provisions of this Lease, and return to the forwarding Party within thirty (30) days after receipt. Each Party will use reasonable efforts to deliver the notice to the other Party within thirty (30) days after the Commencement Date. Anything to the contrary notwithstanding, failure to forward or execute said notice shall not invalidate or nullify the provisions of this Lease.

4.3 Delay in Delivery of Premises. If the Original Term of this Lease has not commenced by 365 days (12 months) from the date that Lessor obtains a grading permit from the City of Jurupa Valley (the "Grading Permit Date"), County will provide to Lessor an additional ninety (90) days to allow Lessor to continue to complete any action necessary to achieve Substantial Completion (as defined in the Leasehold Improvement Agreement) and Lessor shall use its best efforts and all due diligence to achieve Substantial Completion. In the event that the Commencement Date has not occurred at the end of said ninety (90) day period, and provided that Lessor has used its best efforts and all due diligence to achieve Substantial Completion, the Parties agree that Lessor shall have a second ninety (90) day period to achieve Substantial Completion and commence the Original Term. In the event that at the end of said second ninety (90) day period Lessor is unable to achieve Substantial Completion and commence the Original Term, and Lessor has used its best efforts and all due diligence to accomplish same and to commence the Original Term, then thereafter County shall deduct from any Rents that may become due hereunder the sum of one (1) day's Rent

(based on the initial month's Rent to be paid including expenses) for each day the Premises are not Substantially Complete and available for occupancy as per Section 2.4, after said date, as liquidated damages for failure to provide occupancy in a timely manner as prescribed hereunder. Lessor and County agree that such damages are to be the exclusive remedy, as prescribed in this Section 4, for such failure, in that, at the time of entering into this Lease, it would be impractical and extremely difficult to fix the actual damages that would flow from Lessor's failure to provide occupancy in a timely manner. If the Original Term of this Lease has not commenced by 365 days (12 months) from the Grading Permit Date, and after passage of two additional ninety (90) day periods Lessee is unable to obtain Substantial Completion and commence the Original Term, County may, at is sole option cancel this Lease, and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges that Lessor may have incurred as a result of preparing the Premises for occupancy. Notwithstanding the foregoing, each of the above time periods shall be extended by one (1) day for each one (1) day that any delays are caused by the County or any County Parties (defined below), or Force Majeure Delays (as defined in Section 20.21 hereof).

4.4 Holding Over. Any holding over by County after the expiration of said term or any extension thereof shall be deemed a month to month tenancy upon the same terms and conditions of this Lease, provided however, if such holding over continues for more than one hundred eighty (180) days then the monthly Rent shall be equal to one hundred and fifty percent (150%) of the monthly Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination of the term of this Lease. County shall be liable for any and all damages Lessor suffers as a result of such holding over including, without limitation the loss of a prospective tenant and/or damages resulting from any delay or default by Lessor under any lease for the Premises.

5. Rent. The anniversary dates shall be deemed to fall on the first day of the first full month of each lease year following commencement of the Term.

5.1 Rent. County shall pay the sum of $94,000.00 per month to Lessor as rent ("Rent") in consideration of the right of use and occupancy of the Premises by County during such period, payable in advance, on the first day of the month; provided, however, in the event Rent for any period during the Term hereof is owing which is for less than one (1) full calendar month said Rent shall be prorated based upon the actual number of days of said month. In the event the County Assessor excludes the value of the leasehold improvements (excepting therefrom all personal property) in the property valuation and tax assessment, the monthly rent shall be adjusted downward accordingly.

5.2 Percentage Increase. Notwithstanding the provisions of Section 5.1 herein, the monthly Rent (but not including the monthly payments for reimbursement for leasehold improvements and not including the monthly payment for Furniture, Fixtures, and Equipment, as set forth in the attached Exhibit "B," Leasehold Improvement Agreement), shall be increased on each anniversary of this Lease by an amount equal to two percent (2%) of such monthly rent.

5.3 Direction of Payment of Rent to Alternate Payee The County agrees to execute a commercially reasonably form of rent direction letter, as approved by County counsel ("Rent Direction Letter") if required by Lessor's lender ("Lender"), and shall transmit future rent payments pursuant to the instructions set forth in the Rent Direction Letter. Lessor and Lender shall be required to terminate said redirection of rents upon a subsequent certified letter received by County. County shall have no liability whatsoever for any damage, liabilities, losses or any other consequences that Lessor or Lender may incur as a result of any rent payment so directed.

6. Options.

6.1 Option to Extend Term. Lessor grants to County two option(s) to extend the Original Term ("Extension Option(s)"). Each Extension Option shall be for a

period of five years ("Extended Term"), subject to the conditions described in this Section 6.1.

6.1.1 Exercise of Option. The Extension Option(s) shall be exercised by County delivering to Lessor written notice thereof no later than ninety (90) days prior to the expiration of the Original Term or any extension thereof.

6.1.2 Option Rent. The Rent payable by County during the first year of any Extended Term shall be two percent (2%) greater than the Rent for the immediately preceding term or option period, and shall increase by two percent (2%) annually thereafter.

6.1.3 All terms and conditions of this Lease with exception of Rent and the Original Term shall remain in full force and effect during the Extended Term.

6.2 Intentionally deleted.

6.3 Option to Purchase.

(a) County shall have the option to purchase the fee simple interest in the Property, including land and building, as set forth in Section 2.2, at Fair Market Value (as defined below) at any time after year five (5) of the Original Term. County shall exercise this option to purchase by notification in writing to Lessor of County's exercise of said option to purchase under the provisions of this Lease. Within ninety (90) days of Lessor's receipt of County's notification, Lessor shall provide an appraisal (herein known as the "first appraisal"), completed by an MAI appraiser, to determine the Fair Market Value of the building, property, and related improvements. The "Fair Market Value" of the building, property, and related improvements shall be the greater value as calculated using the following methodologies: (i) replacement cost, (ii) comparable sales, or (iii) income capitalization. In the event County disagrees with the Fair Market Value as set forth by the appraisal provided by Lessor, County, at County's sole cost and expense, shall also provide an appraisal (herein known as the "second appraisal"), completed by an MAI appraiser, which shall set forth a second Fair Market Value for the building, property, and related improvements. In the event Lessor

disagrees with the Fair Market Value as set forth by the appraisal provided by County, then Lessor and County shall select an additional MAI appraiser to complete an additional appraisal (herein known as the "third appraisal"), and the parties shall each pay fifty percent (50%) of the expense for said appraiser. In the event the parties cannot agree to the Fair Market Value as set forth in the third appraisal, County and Lessor hereby agree that the Fair Market Value shall be as set forth in the appraisal (either the first or second appraisal) that is closest in value to the third appraisal. The purchase price of the Property shall be established as the Fair Market Value as determined herein; provided however, such purchase price shall include (in addition to the Fair Market Value) an amount equal to the cost, if any, attributable to any yield maintenance fee payable by Lessor under any loan secured by the property. Lessor shall prepay such debt and reconvey the lien of any deed of trust encumbering the Property. In no event shall Fair Market Value be less than the then outstanding balance of any loan secured by any deed of trust encumbering the Property.

Lessor and County, upon agreement as to the Fair Market Value of the Property shall open an escrow for the purpose of consummating a purchase of the property, and the purchase of the property by County shall commence and proceed diligently and close escrow in a timely and reasonable manner based upon similar purchase transactions of comparable buildings in the area. Upon close of Escrow this Lease shall terminate. The Lessor as Seller shall be responsible for the cost of a CLTA policy in favor of County, for pro-ration of property taxes and payment of documentary transfer tax, if any, and one half of the escrow fees. County shall be responsible for payment of one half of the escrow fees and any other costs of the County as Buyer. County shall not be responsible for property taxes.

If Lessee exercises its option to purchase pursuant to this Section, the purchase price of the Property shall constitute a current expense of County and not a debt of County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by County.

(b) Lessor represents and warrants that it has the right to acquire the fee simple title the Property and Lessor or an affiliate or subsidiary of Lessor shall be the record owner thereof prior to the Commencement Date.

7. Compliance.

7.1 Compliance. Lessor warrants that upon the Commencement Date, the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Commencement Date of this Lease. If the Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the Term of this Lease, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense as long as County's use of the Premises remains as its initial use or a use no more demanding from a compliance prospective.

7.2 California Environmental Quality Act. Lessor warrants the property will be developed in full compliance with all pertinent California Environmental Quality Act ("CEQA") requirements for new construction in the jurisdiction. This Lease is contingent on the Lessor obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. The Lease between the County and the Lessor is not deemed to be an approval pursuant to CEQA for any specific development or project and does not commit any public agency, including the

City of Jurupa Valley, to a definite course of action regarding the project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to full CEQA compliance. Further, in the event of any action challenging the legality of such compliance related to any of the proposed uses of the property, the Lessor shall indemnify, defend, and hold harmless the County, its divisions, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County in any claim or action based upon such liability.

7.3 Americans with Disabilities. Lessor warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time as of the Commencement Date. Any cost incurred to cause the Premises to comply with said Act throughout the Term shall be borne by Lessor as long as the County's initial use remains the same.

7.4 Asbestos and Lead Based Paint. Lessor warrants and represents the Premises shall be constructed, operated and maintained free of hazard from asbestos and lead based paint, as more fully set forth in the attached Exhibit "C."

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

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

Lessor warrants and represents to County that Lessor has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises. If any claim is ever made against County relating to Hazardous Substances present at or around the Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Substances are hereafter discovered at the Premises (unless introduced by County, its agents or employees), all costs of removal incurred by, all liability imposed upon, or damages suffered by County because of the same shall be borne by Lessor, and Lessor hereby indemnifies and agrees to be responsible for and defend and hold County harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of Lessor described in this Paragraph shall survive the termination or expiration of this Lease. If any claim is ever made against Lessor relating to Hazardous Substances present at or around the Premises which are introduced by County, its agents or employees, all costs of removal incurred by, all liability imposed upon, or damages suffered by Lessor because of the same shall be borne by County, and County hereby indemnifies and agrees to be responsible for and defend and hold Lessor harmless from and against all such costs, losses, liabilities and damages,

including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of County described in this Paragraph shall survive the termination or expiration of this Lease.

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

7.7 Waste Water. Lessor shall be responsible for compliance with all federal, state or local laws, regulations or permits pertaining to storm water pollution, prevention plans ("SWPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental Protection Agency. Parking lot sweeping shall be done as required by NPDES rules or as needed, at least two times per year, once prior to the rainy season.

8. Custodial Services.

8.1 Custodial Services. Lessor shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises and such services shall be provided as set forth in the attached Exhibit "E." The provider of such custodial services will perform background checks through LiveScan or in the manner specified by County, of qualified permanent and temporary employees to determine their suitability for employment. The provider will be bonded in the sum of $10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished prior to occupancy of Premises by County. In addition to bonding as required herein, Lessor shall also receive proof of statutory workers' compensation insurance, commercial general liability and vehicle liability insurance from the provider of any custodial functions performed at the Premises location. Lessor to provide a day porter during business hours.

8.2 County's Right to Provide Custodial Service and Deduct Cost. If County provides verbal notice by telephone and followed up by e-mail notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E," and Lessor fails to provide such action as required by the terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of a custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required work within this forty-eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease. For purposes of this Section, notice given by e-mail shall be deemed sufficient. Additionally, any notice provided by County to Lessor

under this Section shall also be delivered to Lessor's property manager, provided County has been provided the contact information therefor.

9. Utilities.

9.1 Lessor warrants and represents to County that during the Term of this Lease and any extension thereof that sufficient utility service to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County's requirements exists or are available for use by County within the Premises. If County changes the use to a more demanding use, Lessor shall not be obligated to upgrade the utility services for such increased use.

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

10. Repairs and Maintenance.

10.1 Lessor's Repair and Maintenance Obligations. Lessor shall, at Lessor's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the Term in accordance with Exhibit "F," General Construction Specifications for Leased Facilities, (a) the structural portions of the Premises (understood to include the roof, foundation and load bearing walls); (b) the nonstructural portions of the Premises (understood to include the roof covering and membrane) including but not limited to all improvements, alterations, fixtures, but excluding furnishings; (c) all systems and equipment, including but not limited to, Base Building Systems that serve the Premises; and (d) the exterior portions of the Premises, and real property including, but not limited to, landscaping, driveways, sidewalks, lighting and parking facilities servicing the Premises. It is the intent of this paragraph that Lessor performs any and all building repairs, replacements

and maintenance. Lessor agrees to make all repairs to or alterations of the Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof by Lessor. However, the County shall not access the roof without a representative of the Lessor present. Further, the County shall be responsible for repairs resulting from damage caused by the County, its agents, employees, or invitees.

10.2 Lessor's Default. Repairs shall be made promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section. Lessor understands a certain response time is required to ensure County operations continue with minimal interruption to ensure the safety of employees and delivery of services. Commencement of repairs within eight (8) hours from written notice to include electrical power, HVAC operations and certain essential daily custodial services (unless the responsibility for same is taken over by County pursuant to Section 8.2) shall be required. Lessor shall not be in default of its repair and maintenance obligations under this Section 10, if Lessor commences the repairs and maintenance within eight (8) hours of the aforementioned areas and thirty (30) days for all others after written notice by County to Lessor of the need for such repairs and maintenance. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 10 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

10.3 County's Right to Make Repairs and Deduct Cost. If County provides notice by telephone and followed up by email to Lessor of an event or circumstance that requires the action of Lessor with respect to the replacement, repair or maintenance to the Premises or Base Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to provide such action as required by the terms of this Lease within the period specified in Section 10.2, County may (but shall not be obligated to do so) take the required action if: (1) County delivers to Lessor and

additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required repair or maintenance within one (1) business day, after the written notice; and (2) Lessor fails to begin the required work within the one (1) business day period.

10.3.1 Lessor grants to County a license, effective during the Lease Term, to enter upon those portions of the Premises access to which is reasonably necessary for County to take such action.

10.3.2 If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of County's reasonable costs and expenses in taking such action, plus interest at six (6%) percent per annum from the date these costs are incurred until the date of Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or termination of this Lease

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

10.4 Emergency Repairs.

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

10.4.2 If County notifies Lessor of an Emergency Repair Situation which occurs in or about the Premises which is the responsibility of the Lessor to repair or maintain, then Lessor shall commence appropriate repairs or maintenance immediately after notice of the condition is given by County, which notice may be via

telephone, facsimile, personal contact or any other means, and Lessor shall thereafter diligently pursue to completion said repairs or maintenance.

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

10.5 Periodic Services. Lessor shall provide, or cause to be provided, and pay for the following "Periodic Services". Periodic Services shall mean and refer to monthly pest control services, quarterly HVAC standard preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof repairs/replacement; and the cleaning of roof gutters, drains, and down spouts prior to rainy season.

11. Alterations and Additions.

11.1 Improvements by Lessor.

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

11.1.2. Prevailing wages are required for work done that falls within the definition of "public works" under California Labor Code §1720. "Public Works" are defined as "construction, alterations, demolition, installation, or repair work done under

contract and paid for in whole or in part out of public funds..." For those projects which are "public works" pursuant to Labor Code §1770.2, the following applies:

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

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

Department of Industrial Relations

Division of Labor Statistics and Research

455 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

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

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

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

11.1.3 Lessor shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements. If such County improvements are specifically cause ADA or other building and/or site improvements to be made, the cost

for these improvements shall be paid for or amortized as part of the County's budget for such improvements.

11.1.4 If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Premises or any part of the Premises as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Premises the responsible party shall be the Lessor who at its sole cost and expense (and without any right of reimbursement from County) immediately effect all necessary alterations and repairs required for the Premises full and exact compliance.

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

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

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

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

11.2 Improvements by County.

11.2.1 Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor. Such consent

shall not be unreasonably withheld, conditioned or delayed by Lessor. All alterations, improvements and installation of fixtures by the County shall be lien free, completed at County's cost in a workmanlike manner and in compliance with all applicable law.

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

11.3 Communications Equipment. County may, from time to time, install maintain, replace and/or remove any satellite dishes, links, duct bank or antennas on the grounds, roof and/or exterior walls or parapet of the Premises as County deems reasonably necessary or desirable, provided County shall first obtain Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the removal by County of any such satellite dishes, links or antennas, County shall repair any damage incurred in connection with such removal.

12. Exculpation, Indemnification, and Insurance.

12.1 Exculpation. To the fullest extent permitted by law, Lessor, on its behalf and on behalf of all Lessor Parties, as hereinafter defined, waives all claims (in law, equity, or otherwise) against County Parties, as hereinafter defined, and knowingly and voluntarily assumes the risk of, and agrees that County Parties shall not be liable to Lessor Parties for any of the following, and County, on its behalf and on behalf of all County Parties, waives all claims (in law, equity, or otherwise) against Lessor Parties, as hereinafter defined, and knowingly and voluntarily assumes the risk of, and agrees that Lessor Parties shall not be liable to County Parties for any of the following: (1) injury to or death of any person; or (2) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage except as a result of such Parties' fraud, willful injury to a person or property, negligence or violation of law. The Parties shall not be liable under this Section regardless of whether the liability results from any active or passive

act, error, or omission, of any of such Parties. This exculpation Section shall also not apply to claims against County Parties or Lessor Party's in cases where a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was directly or proximately caused by such Parties' fraud, willful injury to person or property, negligence, or violation of law.

12.1.1 Definition of "County Parties" and "Lessor Parties". For purposes of this Section 12, the term "County Parties" refers singularly and collectively to County, Special Districts, their respective Directors, Officers, Board of Supervisors, agents, employees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term "Lessor Parties" refers singularly and collectively to Lessor and the partners, venturers, trustees, and ancillary trustees of Lessor and the respective officers, directors, shareholders, members, parents, subsidiaries, and any other affiliated entities, personal representatives, executors, heirs, assigns, licensees, invites, beneficiaries, agents, servants, employees, and independent contractors of these persons or entities.

12.1.2 Survival of Exculpation. The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 12 are fully, finally, and absolutely barred by the applicable statutes of limitations.

12.1.3 Lessor's Acknowledgment of Fairness. Lessor acknowledges that this Section 12 was negotiated with County, that the consideration for it is fair and adequate, and that Lessor had a fair opportunity to negotiate, accept, reject, modify, or alter it.

12.1.4 Waiver of Civil Code Section 1542. With respect to the exculpation provided in this Section 12, each party waives the benefits of Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

_____ Initials _____ Initials

12.2 Indemnification and Hold Harmless.

12.2.1 Lessor shall indemnify and hold harmless the County Parties from any liability, including, but not limited to, property damage, bodily damage, bodily injury, or death, or from any services provided by Lessor Parties or any act, error, omission, of Lessor Parties or of any invitee, guest, or licensee of Lessor in, on, or about the Project arising out of, from or in any way relating to Lessor's breach of this Lease, or the gross negligence or willful misconduct of Lessor Parties. When indemnifying County Parties, Lessor shall defend, at its sole cost and expense, including but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County Parties in any claim or action based upon such liability.

12.2.2 County shall indemnify and hold harmless the Lessor Parties from any liability, including, but not limited to, property damage, bodily injury, or death, based or asserted on events which may occur within the County leased Premises and arising out of or from its use and occupancy relating to this Lease. County Parties shall not indemnify Lessor Parties for liability arising within the County leased Premises when such liability arose out of or from Lessor's responsibilities under the terms of this Lease. County shall defend at its sole cost and expense, including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlement or awards, on behalf of the Lessor Parties in any claim or action based upon such liability.

12.2.3 With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or

claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

12.2.4 The indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

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

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

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

12.3 Insurance.

12.3.1 Lessor's Insurance. Without limiting or diminishing any indemnification contained within this Lease, Lessor and/or their authorized representatives, including, if any, a property management company, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the Term of this Lease.

12.3.1.1 Workers' Compensation. 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.

12.3.1.2 Commercial General Liability. Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury, cross liability coverage, and employment practices liability covering bodily injury, property damage, and personal injury arising out of or relating, directly or indirectly, to the design, construction, maintenance, repair, alteration and ownership of the Premises and all areas appurtenant thereto including claims which may arise from or out of Lessor's operation, use, and management of the Premises, or the performance of its obligations hereunder. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

12.3.1.3 Vehicle Liability. If vehicles or licensed mobile equipment are used on the Project, Lessor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than $1,000,000 per occurrence combined single limit. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts, and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insured.

12.3.1.4 Property (Physical Damage).

(a) Special Form as provided by ISO CP1030 or equivalent real property insurance coverage including earthquake and flood, if available at commercially reasonable rates, for the full replacement cost value of buildings,

structures, fixtures, all improvements therein, and building systems on the Project as the same exists at each early anniversary of the term. Policy shall include Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the County as a Loss Payee as their interests may appear.

(b) Equipment breakdown or Boiler and Machinery insurance providing coverage for at least but not limited to, all high voltage electrical and rotating mechanical equipment on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. Policy shall name the County as a Loss Payee as their interests may appear.

(c) During such time, prior to the commencement of this Lease while Lessor is preparing the Premises in accordance with Exhibit "B," Lessor shall keep or require its Contractor to keep in full force and effect, a policy of Course of Construction Insurance (Builders Risk) covering loss or damages to the Premises for the full replacement value of such work. The Named Insured shall include the Lessor, County and Contractor as their interests appear. Lessor or their Contractor shall be responsible for any deductible payments that result from a loss at the Premises under this coverage. If, at the time of any loss to the property described on Exhibit "B," it is determined that the insurance has not been carried or the insurance does not cover the loss of property being installed, the Lessor shall be responsible to pay the loss without contribution from the County.

12.3.1.5 General Insurance Provisions – All lines.

(a) Any insurance carrier providing Lessor's insurance coverage hereunder shall be admitted to the State of California (except for earthquake and/or flood insurance coverage, which may be written through non-admitted insurance companies who are on the State of California LESLI List) and have an A.M. BEST rating (with the exception of State Compensation Fund for Workers' Compensation insurance

coverage, as they are not rated) of not less than an A: VIII (A:8) unless such requirements are waived, in writing, by the County 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. Further, if coverage required hereunder is not available through standard markets, Lessor, with permission from County's Risk Manager which permission shall not be unreasonably withheld or delayed, shall be allowed to secure coverage from non-admitted carriers who are on the State of California LESLI List or with a lower A but not less than an A:8 rating from A.M. Best.

(b) The Lessor or Lessor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retention exceeds $500,000.00 per occurrence such deductibles and/or retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Lease term. Upon notification of deductibles or self-insured retention which are deemed unacceptable to the County, at the election of the County's Risk Manager, LESSOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention as required by this Lease, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) At the inception of this Lease and annually at the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein, or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original 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) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the

event of a material modification or cancellation of the coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsement or original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorize by the insurance carrier to do so on its behalf shall sign the original endorsement for each policy and the Certificate of Insurance. The Lease Term shall not commence until the County of Riverside has been furnished original Certificate(s) of insurance and original copies of endorsements or policies of insurance including all endorsement and any and all other attachments as required in this Section.

(d) It is understood and agreed to by the parties hereto and the Lessor's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and 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.

12.3.2 County's Insurance. County maintains funded programs of Self-Insurance. County shall provide to Lessor a Certificate of Self-Insurance evidencing the County's Self-Insurance for the following coverage, as follows:

12.3.2.1	Workers' Compensation	$1,000,000 per occurrence
12.3.2.2	Commercial General Liability	$2,000,000 per occurrence
12.3.2.3	Automobile Liability	$1,000,000 per occurrence

13. Damage and Destruction.

13.1 Repair of Damage. County agrees to notify Lessor in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises not being provided with Base Building Systems or parking facilities, and if neither Lessor nor County has elected to terminate this Lease

under this Section 13, Lessor shall promptly and diligently restore Premises, the improvements originally constructed by Lessor pursuant to the Leasehold Improvement Agreement (the "County Improvements"), Base Building Systems, and County's parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If County requests that Lessor make any modifications to the County Improvements in connection with the rebuilding, Lessor may condition its consent to those modifications on: (a) confirmation by Lessor's contractor that the modifications shall not increase the time or cost needed to complete the County Improvements; and, if applicable, (b) an agreement by County that the additional construction period shall not extend the rent abatement period.

13.2 Repair Period Notice. Lessor shall, within thirty (30) days after the date of the Casualty, provide written notice to County indicating the anticipated period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed Contractor not affiliated with Lessor, certifying the Contractor's opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Lessor's election either to repair or to terminate the Lease under Section 13.3.

13.3 Lessor's Option to Terminate or Repair. Lessor may elect either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

13.4 County's Option to Terminate. If (a) the Repair Period Notice provided by Lessor indicates that the anticipated period for repairing the Casualty exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, County may, by written notice to Lessor within thirty (30) days after such damage or destruction of its intention to

terminate this Lease, elect to terminate this Lease by providing written notice (County's Termination Notice) to Lessor within thirty (30) days after receiving the Repair Period Notice. If County does not elect to terminate within said thirty (30) day period, County shall be considered to have waived its option to terminate.

13.5 Rent Abatement Due to Casualty. Lessor and County agree that County's Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which County ceases to occupy the Premises and ending on the date of substantial completion of Lessor's restoration obligations as provided in this Section 13 ("Abatement Period"). If, however, County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by County.

13.6 Damage Near End of Term. Despite any other provision of this Section 13, if the Premises are destroyed or damaged by a Casualty during the last eighteen (18) months of the Original Term, Lessor and County shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction, provided, however, County may negate Lessor's election to terminate under this Section 13.6 by electing, within ten (10) days after receipt of Lessor's termination notice, to exercise any unexercised option to extend this Lease. If County negates Lessor's election, this Lease shall continue in effect unless Lessor has the right to, and elects to terminate this Lease under Section 13.3.

13.7 Effective Date of Termination; Rent Apportionment. If Lessor or County elects to terminate this Lease under this Section 13 in connection with a Casualty, this termination shall be effective thirty (30) days after delivery of notice of such election. County shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Lessor and County shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

13.8 Waiver of Statutory Provisions. The provisions of this Lease, including those in this Section 13 constitute an express agreement between Lessor and County that applies in the event of any Casualty to the Premises. Lessor and County, therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including California Civil Code Sections 1932(2) and 1933(4).

13.9 Release on Termination. In the event of any termination of this Lease in accordance with Section 13, the Parties shall be released there from without further obligation to the other Party, except as may otherwise be specifically set forth in this Lease and items that have accrued and are unpaid.

14. Eminent Domain.

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

14.2 Partial Condemnation. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation renders the Premises unusable for County's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination. If the partial condemnation does not render the Premises unusable for the business of County and less than a substantial portion of the Premises is condemned, Lessor must promptly restore the Premises to the extent of any condemnation proceeds recovered by Lessor, excluding the portion lost in the condemnation, and this Lease will continue in full force, except that after the date of the title vesting, the Rent will be adjusted, as reasonably determined by Lessor and County.

14.3 Award. If the Premises are wholly or partially condemned, Lessor will be entitled to the entire award paid for the condemnation, and County waives any

claim to any part of the award from Lessor or the condemning authority. County, however, will have the right to recover from the condemning authority any compensation that may be separately awarded to County in connection with costs in removing County's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location.

14.4 Temporary Condemnation. In the event of a temporary condemnation, this Lease will remain in effect, County will continue to pay Rent, and County will receive any award made for the condemnation. If a temporary condemnation remains in effect at the expiration or earlier termination of this Lease, County will pay Lessor the reasonable cost of performing any obligations required of County with respect to the surrender of the Premises. If a temporary condemnation is for a period that extends beyond the Term, this Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 14.3.

15. Estoppel Certificates.

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

16. Subordination, Non-Disturbance, and Attornment.

16.1 Subordination, Non-Disturbance, and Attornment Agreement. To carry out the purposes of Section 16.2 and Section 16.3, the Parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement substantially in the form set forth in the attached Exhibit "H" (the "SNDA"). Subject to commercially reasonable modifications as may be required by Lessor's lender, subject to consent by County, such consent not to be unreasonably withheld.

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

considers necessary to evidence or confirm the subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof, provided however, that such SNDA shall be strictly limited to matters contained in the agreement referred to in Section 16.1 and no such SNDA shall materially increase any of County's obligations or materially decrease any of County's rights under this Lease, nor shall the possession of County be disturbed, by reason of any foreclosure, sale or other action under any such trust deed, mortgage or other encumbrance.

16.3 Attornment. If Lessor's interest in the Premises passes to a successor, and provided County has received the SNDA referred to in Section 16.1, County shall, within forty-five (45) business days after Lessor's transferee's request, execute the SNDA referred to in Section 16.1, thereby agreeing to attorn and to recognize the transferee as the Lessor under this Lease; provided the transfer of Lessor's interest in the Premises was by sale, lease, foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any encumbrance or operation of law.

17. Breach.

17.1 Breach by Lessor.

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

17.2 County's Right to Cure Lessor's Default and Deduct Cost. Except as provided to the contrary in this Lease, if County provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to

provide such action as required by the terms of this Lease within the period specified, County may take the required action if: (a) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period.

17.3 Rent Setoff. If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the amount set forth in the invoice, including reasonable transaction costs and reasonable attorneys' fees, plus interest as stated in 10.3.2 from the date these costs are incurred until the date of County's Rent setoff.

17.4 Breach by County.

17.4.1 Events of Default. The occurrence of any of the following shall constitute a default by County:

(i) abandonment of the Premises;

(ii) failure of the County to make any payment of Rent or any other payment required of County under the terms of this Lease, as and when due, where such failure continues for a period of five (5) calendar days after written notice thereof to County;

(iii) failure by County to observe or perform any covenant, condition or provision of this Lease to be observed or performed by County, other than described in subparagraphs (i) and (ii) above, where such failure continues for a period of thirty (30) business days after written notice thereof to County; provided, however, if the breach is curable, and is such that more than fifteen (15) business days are reasonably required for its cure, then County shall not be considered in default if County promptly commences curing such breach and diligently prosecutes such cure to completion;

(iv) making by County of any general assignment, or general arrangement, for the benefit of creditors; or the filing by, or against, County of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against County, the petition is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of County's assets located at the Premises or of County's interest in this Lease, where possession is not restored to County within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of County's assets located on the Premises or of County's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(v) Failure by County to comply with the limitations on use of the Premises as set forth in Section 3.1.

17.4.2 Notice of Default. Notices given under this Section shall specify the alleged breach of Lease and the applicable Lease provisions allegedly so breached and shall demand, that County perform the applicable Lease provisions or pay the Rent in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be considered a declaration of forfeiture or termination of the Lease unless the Lessor so elects in the notice.

17.4.3 Cure by County Lessor Remedies.

In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessor; provided, further, however, that in the event such breach or default is not corrected within thirty (30) days after such notice, Lessor shall provide an additional fifteen (15) days' notice to County that it intends to exercise Lessor's remedies, Lessor may at any time thereafter, and without limiting Lessor in the exercise of any additional rights or remedies:

(i) Exercise the remedies described in California Civil Code Section

1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that County proves could be reasonably avoided, as computed pursuant to subdivision (b) of said Section 1951.2;

(ii) So long as Lessor has not terminated County's right to possession of the Premises, exercise the remedies described in California Civil Code Section 1951.4, including, without limitation, the right to collect, by suit or otherwise, each installment of rent or other sums that become due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of County to be performed or observed; and/or

(iii) Exercise any other rights or remedies, in law or in equity, available to Lessor, including, without limitation, the remedies for unlawful detainer described in California Code of Civil Procedure Section 1161.

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

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

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

18.3 No Litigation. There are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Lessor or the Premises which preclude or interfere with, or would preclude or interfere with, the

construction contemplated herein or the occupancy and use of the Premises by County for the purposes herein contemplated.

18.4 Easements. Lessor shall not (a) create, modify or terminate any ingress or egress to or from the premises, or (b) create any easements in the Premises, that would materially, adversely affect the County's occupancy or use of the Premises without County's prior written approval, which shall not be unreasonably withheld. Lessor's shall subdivide, parcel and create a separate parcel on which the Premises are located, and County shall reasonably cooperate with Lessor's implementation of such plans, including, without limitation, execution of commercially reasonable reciprocal easement agreements (including, without limitation, the Declaration of Covenants, Conditions & Restrictions set forth on Exhibit I, which shall be modified by Lessor with County's approval, attached hereto), association agreements, and similar documents. Lessor agrees to allocate minimum of approximately 201 parking spaces to the Premises separate parcel, and provide reciprocal parking rights to the adjacent parcel. Prior to finalizing the parcel map with the local jurisdiction, Lessor shall provide the parcel map for County's review and approval. After review and approval of the local jurisdiction of the parcel map, Lessor shall provide the approved parcel map within one hundred twenty (120) days of execution of this lease.

19. Land Purchase.

Lessor has executed a purchase contract on the land that will be included in the Premises described in Paragraph 2 of this Lease. Lessor and County are entering into this Lease prior to closing of the escrow on the Property described in Exhibit "A." Should, for any reason, the escrow on the land describes in Exhibit "A" fail to close within ninety (90) days of the Effective Date of this Lease by the County of Riverside Board of Supervisors (the "Land Purchase Date"), County shall have the option of terminating the Lease and the parties shall have no further obligation to one another. An executed deed dated on or prior to such Land Purchase Date reflecting a vesting of title in Lessor (or an affiliate of Lessor) shall satisfy the condition set forth in

this Section 19 and automatically terminate the County's option to terminate the Lease.

20. Miscellaneous.

20.1 Quiet Enjoyment. Lessor covenants that County shall at all times during the Term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Lease. If the Premises are part of a building shared with other tenants of Lessor, during County's tenancy, Lessor may make or permit other tenants to make alterations, renovations and improvements to those portions of the building not occupied by County. Lessor covenants for itself and anyone deriving title from or holding title under Lessor that County's access, ingress, loading and unloading and sufficient parking for County's business shall not unreasonably be obstructed nor shall the daily business of County be disrupted as a result of such alterations, renovations and improvements.

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

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

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

20.5 Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of

California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

20.6 Attorneys' Fees. In the event of any litigation or arbitration between Lessor and County to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

20.7 County's Representative. County hereby appoints the Assistant County Executive Officer/EDA as its authorized representative to administer this Lease.

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

20.9 Entire Lease. This Lease is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes

any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the Parties hereto.

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

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

20.12 Recording. Either Lessor or County shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

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

20.14 Title. Lessor covenants that, upon closing escrow as set forth in Section 19, that Lessor will be well seized of and will have good title to the Premises, and Lessor does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.

20.15 Conveyance by Lessor. Should Lessor convey the Premises, all rights and obligations inuring to the Lessor by virtue of this Lease shall pass to the

grantee named in such conveyance, and the grantor shall be relieved of all obligations or liabilities hereunder, except those theretofore accrued and not discharged.

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

20.17 Surrender. County shall, after the last day of the Term or any extension thereof or upon any earlier termination of such Term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted. County may, but shall not be required to: (a) patch or paint any walls/surfaces; (b) remove any leasehold improvements constructed or installed prior to or during the Term of this Lease or any extension thereof; or (c) remove any fixtures or equipment installed prior to or during the Term of this Lease or any extension thereof; provided, that County shall repair any damage from removal of any leasehold improvements, fixtures or equipment.

20.18 Notice. Except as expressly provided elsewhere in this Lease, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth in Section 19.18 herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

County's Notification Address:
County of Riverside
Economic Development Agency – Real Estate Division

3403 Tenth St., Suite 400
Riverside, California 92501
Attention: Deputy Director of Real Estate

Lessor's Notification Address:
Jurupa Valley Medical Partners, LLC
c/o The Boureston Companies
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626
Attention: Rich E. Boureston

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

20.20 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.

20.21 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including rain, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein, "Force Majeure Delay(s)"), then performance of such act shall be excused for the period of

such Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 20.21 shall not apply to nor operate to excuse County from the payment of rent or any other payments strictly in accordance with the terms of this Lease.

///

///

LESSEE:
COUNTY OF RIVERSIDE

By: _____
JOHN TAVAGLIONE
Chairman
Board of Supervisors

LESSOR:
JURUPA VALLEY MEDICAL
PARTNERS, LLC

By: _____
Richard E. Boureston,
Managing Member

By: _____
Brandon Sudweeks,
Managing Member

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

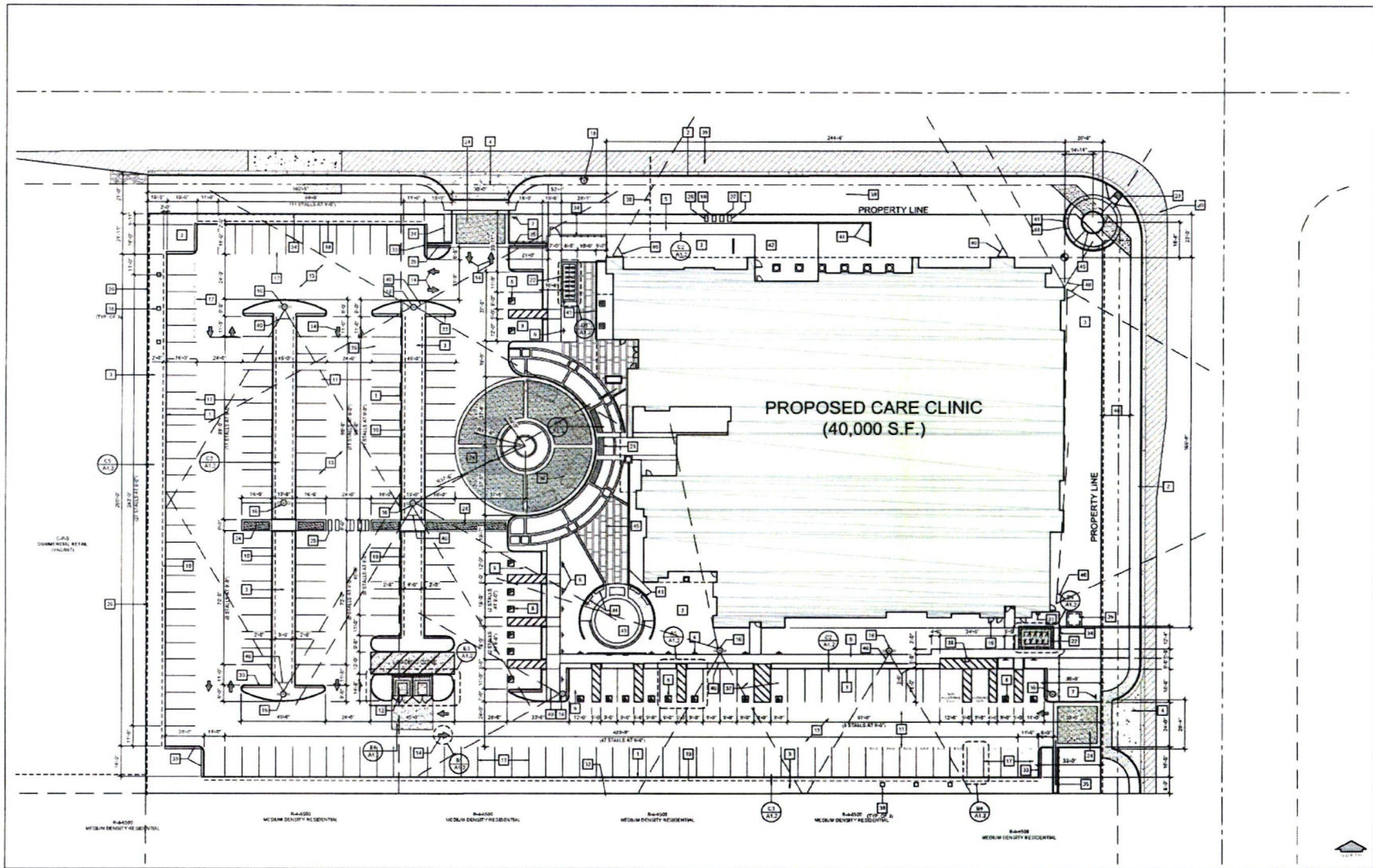
By: _____
Deputy

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

By: _____
Deputy County Counsel

CC:ra/062217/006mc/RUHSJurupa/18.652

Exhibit A - Site Plan



OVERALL SITE PLAN
SCALE: 1" = 20'-0"

SITE PLAN KEYED NOTES

NO	DESCRIPTION
1.	NEW 6" HIGH CONCRETE CURB, TYP. - SEE DTL. C3/A1.2
2.	CONSTRUCTION JOINT PATTERN PER CITY OF JURUPA STD'S.
3.	NEW LANDSCAPE AREA
4.	NEW DRIVE APPROACH - SEE CIVIL
5.	NEW 4'-0" MIN. ACCESSIBLE PATH OF TRAVEL AT SIDEWALKS (1% MAX. SLOPE, 2% MAX. CROSS SLOPE) PER PUBLIC WORKS STD.
6.	NEW ACCESSIBLE STALL POLE SIGN - SEE DTL. 6/A9.1
7.	NEW GARBAGE/RECYCLING ENCLOSURE AT PARKING ENTRY - SEE DTL. A3/A4.2
8.	NEW APPROVED 3'x3' ACC. PKING. SYMBOL - SEE DTL. A4/A1.2
9.	NEW VAN ACC. PKNG. STALL LOADING AREA - SEE DTL. A5/A1.2
10.	NEW LINE OF 2'-0" VEHICLE OVERHANG, TYP.
11.	NEW STANDARD PARKING STALL PER CITY OF JURUPA STD'S
12.	NEW TRASH ENCLOSURE w/ PROTECTIVE COVER
13.	NEW PAVING - SEE DTL. C1/A1.2
14.	NEW PAINTED DIRECTIONAL ARROW AT THE BEGINNING AND END OF AISLES - SEE DTL. B1/A1.2
15.	LOCATION OF FIRE SPRINKLER RISER AND ROOM
16.	INDICATES ARCHITECTURAL PARKING LIGHTING - SEE SE/-
17.	INDICATES NEW STRIPING OF STALLS FOR CLEAN AIR VEHICLE PARKING PER CAL GREEN STANDARDS 5.106.5.2
18.	RELOCATED FIRE HYDRANT
19.	PROW FIRE RISER SERVICE
20.	EXISTING TRAFFIC SIGNAL / LIGHT
21.	INDICATES DETECTABLE WARNING SURFACE - SEE DTL. B1/A1.2
22.	NEW BICYCLE PARKING - 14 SHORT TERM RACKS PROVIDED (2 BIKES PER RACK TO ACCOMMODATE 14 BIKES) AND LONG TERM LOCKERS 5 SPACES PROVIDED (2 BIKES PER LOCKER) (CAL GREEN 5.106.4. - SEE DTL. 6/A9.1)
23.	PROPOSED CURB RAMP
24.	SHADE INDICATES NEW DECORATIVE CONCRETE
25.	STRIPING AT ACCESSIBLE PATH OF TRAVEL
26.	VIEW CMU FENCE - SEE STL. C5/A1.2
27.	PROPOSED FDC AND PIV CONNECTIONS
28.	PROPOSED WATER SERVICE AND METER
29.	PROPOSED ELECTRICAL TRANSFORMER LOCATION - SEE ELECTRICAL
30.	PROPOSED SEWER SERVICE TO PROPERTY LINE - SEE CIVIL
31.	PROPOSED GAS METER LOCATION
32.	EXISTING CMU FENCE
33.	12" WIDE CONCRETE WALKWAY ADJACENT TO 4" WIDE CURB, TYPICAL AT ALL END STALLS
34.	ORNAMENTAL 4'-0" HIGH METAL FENCING - SEE DTL. C4/A1.2
35.	SLIDING ORNAMENTAL 6'-0" HIGH METAL GATE
36.	PATIENT PICK/DROP-OFF - UNLOADING AREA
37.	SICK-PATIENT PARKING (COVERED)
38.	ELECTRIC VEHICLE CHARGING STATIONS
39.	EXISTING TREES / SHRUBS TO BE REMOVED
40.	INDICATES LOCATION OF ON-SITE SECURITY / SURVEILLANCE CAMERAS ON BUILDING AND LIGHT POLES
41.	LOW 3'-0" TO 5'-0" VARYING HEIGHT LANDSCAPE SCREEN WALLS w/ PLASTER FINISH TO MATCH BUILDING
42.	EMPLOYEE PATIO
43.	PATIENT VISITOR HEALING GARDEN
44.	BENCHES
45.	PATIENT / PUBLIC GARDEN PLAZA
46.	14'-0" WIDE TRAIL EASEMENT

CLEAN AIR VEHICLES

PER CAL GREEN TABLE 5.106.5.2 PROVIDE 8% OF TOTAL PARKING SPACES

201 PARKING STALLS x 8% = 16.08 PROVIDE 17 STALLS

CLEAN AIR VEHICLE PARKING	
REQUIRED	PROVIDED
17	17

PARKING ANALYSIS

PARKING, INCL 349, ORDINANCE, ARTICLE 16, SECTION 16.12)

REQUIRED

RETAIL 1,000 S.F. (GROSS) / 250 = 4.0	PROVIDE 19 STALLS
MEDICAL OFFICE 33,133 (NET) / 200 = 165.7	PROVIDE 182 STALLS

GROSS RETAIL	1,000 S.F.
(INC. STORE, PHARMACY	
GROSS MEDICAL OFFICE	39,049 S.F.
NET NON-USEABLE S.F.	4,827 S.F.
MECHANICAL, ELECTRICAL, STORAGE, MAIN ENTRY	
NET MEDICAL OFFICE 39,049 - 4,907 =	33,133 S.F.
PARKING BASED ON NET USEABLE MEDICAL OFFICE AND GROSS RETAIL	

PARKING STALLS REQUIRED	174 STALLS
PARKING STALLS PROVIDED	201 STALLS

ACCESSIBLE PARKING ANALYSIS

PERCENTAGE OF VISITOR / PATIENT 58%

201 STALLS x 58 % = 116.5 (USE 117) VISITOR PATIENT

ACCESSIBLE PARKING REQUIRED

PER CBC 119-209.2.1 PROVIDE 15% OF VISITOR / PATIENT PARKING

181 x 15% = 18.5 STALLS + 11 ACCESSIBLE STALLS REQUIRED

(THIS IS GREATER THAN TABLE 119-209.2 = 6 STALLS

USE 11 STALLS

PER CBC 119-216.3.4 PROVIDE 2 VAN ACCESSIBLE STALLS

	REQUIRED	PROVIDED
9 ACCESSIBLE	9 ACCESSIBLE	15 ACCESSIBLE
2 VAN ACCESSIBLE	2 VAN ACCESSIBLE	3 VAN ACCESSIBLE
11 VAN ACCESSIBLE	18 TOTAL PROVIDED	

LOADING ZONES

STANDARD LOADING ZONE (14'x35')	1 ZONE
PATIENT LOADING (DROP-OFF)	3 ZONES
TOTAL LOADING ZONES	4 ZONES

EVCS

PER CAL GREEN TABLE 5.106.5.3.3 PROVIDE 6% OF TOTAL PARKING SPACES

201 PARKING STALLS x 6% = 12.06 PROVIDE 13 STATIONS

PROVIDED ACCESSIBLE EVCS PER CBC TABLE 119-228.3.2.1

1 VAN ACCESSIBLE EVCS

1 STUNDARD ACCESSIBLE EVCS

EVCS	REQUIRED	PROVIDED
STANDARD SPACES	11	11
STANDARD ACCESSIBLE	1	1
VAN ACCESSIBLE	1	1
TOTAL EVCS	13	13

PROJECT DATA

APN:	169-100-007 / 071
PLAN DESIGNATION	C-P-S - SCENIC HIGHWAY COMMERCIAL
COMMUNITY PLAN	GP
CONSTRUCTION:	TYPE V-B (SPRINKLERED)
OCCUPANCY:	B
BUILDING S.F.	40,000 S.F. (GROSS)
SITE AREA:	± 3.99 ACRES

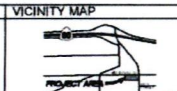
PROJECT AREA ANALYSIS:

BUILDING	
RETAIL	1,000 S.F.
MEDICAL CLINIC	4,907 S.F. (GROSS)
CLINIC NET USEABLE	33,133 S.F. (NET)
TOTAL	40,000 S.F. (GROSS)

PARKING DATA

STANDARD PARKING STALLS	153 STALLS
ACCESSIBLE PARKING STALLS	11 STALLS
STANDARD ACCESSIBLE	11 STALLS
VAN ACCESSIBLE	3 STALLS
CLEAN AIR VEHICLES	17 STALLS
ELECTRIC VEHICLE CHARGING STATIONS (EVCS)	13 STATIONS
TOTAL SPACES (VEHICLE PARKING AND EVCS) = 181 PARKING STALLS + 14 STATIONS =	201 SPACES
PARKING RATIO	5.03 STALLS / 1,000 S.F.

VICINITY MAP



PROJECT DESCRIPTION

BUILDING: A SINGLE STORY TYPE V-B WOOD FRAMED STRUCTURE WITH FIRE SPRINKLERS (PER NFPA 13) AND FIRE ALARM MONITORING SYSTEM. STEEL COLUMN STRUCTURE WITH WOOD BEAMS AND FRAMING, WOOD FRAMED EXTERIOR WALLS AND LATERAL SYSTEM w/ PLASTER FINISH AND SLAB ON GRADE FOUNDATION

USE: A MEDICAL OFFICE BUILDING (NOT A LICENSED MEDICAL FUNCTION UNDER CBC INTERPRETATION)

PROJECT TEAM

OWNER

JURUPA VALLEY MEDICAL PARTNERS LLC
459 TOWN CENTER DRIVE, SUITE 240
COSTA MESA, CA 92626
PHONE: (714) 540-2343
CONTACT: RICHARD E. SOURESTON
EMAIL: RICH@SACGI.COM

SITE ANALYSIS:

DESCRIPTION	SQUARE FOOTAGE	PERCENTAGE
BUILDING FOOTPRINT	40,455 S.F.	24 %
PAVING AREA	99,194 S.F.	59 %
LANDSCAPING	27,843 S.F.	16 %
TOTAL SITE AREA	167,492 S.F.	100 %

BUILDING SQUARE FOOTAGE (EXISTING TO REMAIN)	40,455 S.F.
(EXISTING w/ APPENDAGES TO BE DEMOLISHED)	40,455 S.F.
SITE AREA	3.84 AC 167,492 S.F.
FLOOR AREA RATIO 40,455 S.F. / 167,492 S.F. = 0.255 (LOT COVERAGE)	25%

PRELIMINARY

Anthony C. Pings and Associates
Architecture Planning and Interior Design
6125 North Thesta #561 Fresno CA 93710
(P) 559-434-0700 (F) 559-439-9731
www.pingsc.com

Project Architect Approval

Consultant

Project Name
Shell Building
Jurupa Valley Care Clinic
Medical Office Building
8876 Mission Blvd
Jurupa Valley, Ca

Sheet Title
OVERALL SITE PLAN

Project Number
409

Project Contact
ANTHONY PINGS

Scale
AS NOTED

Issue Date	Issue Description
8-23-16	PRELIMINARY

Revisions

No.	Revision Date

Drawing
A1.0

Sheet of

ADDENDUM 1

PCG
PACIFIC CONSTRUCTION GROUP

Jurupa Outpatient Clinic

Cost Breakdown Detail - Revision Date June 6, 2017

Outpatient Clinic T - 40,000 SF Medical Clinic

Cost Code	Description	Amount
1000	**GENERAL CONDITIONS**	
1005.1	Permits	$0
1007	Dumpsters	$7,500
1010	Erosion Control / Other	$0
1330	Surveying	$0
1410	Rental Equipment / Supplies	$6,500
1460	Traffic Plates	$0
1500	Miscellaneous	$6,000
1501	Trailer	$3,250
1502	Temporary Power	$5,000
1504	Water	$0
1505	Telephone	$1,500
1506	Temp Toilets	$2,975
1507	Plan Reproduction	$3,500
1509	Trailer Water	$350
1510	Temp. Fence	$0
1511	Sand Bags	$0
1550	Project Admin	$25,000
1551	Project Management	$36,000
1552	Supervision	$78,000
1553	General Labor	$17,500
1554	Clean Up	$25,000
2000	**SITE WORK**	
2050	Demolition	$0
2051	Misc. Demolition	$0
2053	Rock Blasting	$0
2075	Concrete Removal	$0
2105	Traffic Control	$0
2200	Miscellaneous Grading	$0
2205	Grubbing	$0
2210	Rough / Fine Grading	$0
2210.001	Off-Site Grading	$0
2220	Excavate & Backfill	$0
2510	Asphalt Paving	$0
2510.001	Off-Site Paving	$0
2520	Concrete Curb / Gutter	$0
2525	Concrete Flatwork	$0
2580	Striping	$0
2600	Utility Piping	$0
2605	Off-Site Utilities	$0
2650	Wet Utilities	$0
2665	Dom. Water / Meters	$0
2667	Fire Lines / Devices	$0
2710	Infiltration Trench	$0
2720	Storm Drain / Fr. Drain	$0
2730	Sewer	$0
2805	Fire Access Road	$0
2810	Irrigation Systems	$0
2830	Fences / Gates	$0
2841	Bike Racks	$0
2900	Landscape	$0

Cost Code	Description	Amount
3000	**CONCRETE**	
3100	Concrete Slab / Footings	$0
3200	Tilt Up Concrete	$0
3201	Concrete Sacking	$0
3210	Concrete Stairs	$0
3300	Concrete Reinforcing	$0
3400	Precast Concrete	$0
3401	Poured in Place Concrete Top	$0
3800	Lightweight Concrete	$0
4000	**MASONRY**	
4200	Building Masonry	$0
4230	Site Masonry	$0
4400	Precast Masonry	$0
4500	Other Masonry	$0
5000	**STEEL**	
5100	Structural Steel	$12,500
5300	Metal Decking	$0
5520	Handrails and Railings	$0
5600	Other Steel	$0
6000	**CARPENTRY**	
6100	Rough Framing	$24,000
6110	Panelized Roof	$0
6190	Other Carpentry	$0
6200.1	Finish Carpentry (Allowance)	$242,575
6400	Cabinets	$221,178
6401	Solid Surface Tops	$32,797
7000	**THERM. PROTECT. / SHEET METAL**	
7100	Waterproofing	$0
7200	Batt & Foil Insulation	$79,960
7240	E.I.F.S.	$0
7250	Fireproofing	$0
7412	Other Therm. Protect/Sheet Mtl	$0
7500	Built Up Roofing	$0
7600	Sheet Metal	$0
7700	Roof Curbs / Accessories	$12,500
7800	Specialty Skylights	$0
7900	Caulking	$8,500
7910	Joint Fill	$0
8000	**DOORS / FRAMES / GLASS**	
8100	Hollow Metal Doors / Frames	$0
8200	Wood Doors / Frames	$229,577
8250	Installation (Doors / Frames)	$0
8300	Overhead Doors	$0
8400	Storefront / Auto Doors	$0
8700	Finish Hardware	$0
8800	Glazing / Interior Windows	$27,197

Cost Code	Description	Amount
9000	**FINISHES**	
9100	Metal Panel Soffit	$0
9200	Lath & Plaster	$0
9250	Drywall / Metal Framing	$1,019,873
9250.001	Structural Metal Framing	$0
9300	Ceramic Tile	$257,458
9500	Acoustical Ceiling	$195,180
9540	Marlite / FRP	$0
9600	Stone Flooring	$0
9650	Resilient Flooring	$0
9665	Sheet Vinyl Flooring	$0
9680	Carpet	$0
9680.002	Floor Covering	$207,579
9700	Special Flooring	$0
9791	Polished Concrete	$0
9800	Other Finishes	$0
9900	Painting	$156,325
9950	Wall Coverings	$0
10000	**MISCELLANEOUS SPECIALTIES**	
10150	Toilet Partitions	$5,023
10300	Sound Room / Accessories	$0
10400	Signage	
10500	Lockers	$8,454
10520	Fire Extinguishers	$6,000
10520	Knox Boxes	$0
10530	Awnings	$0
10600	Operable Partitions	$25,000
10800	Toilet & Bath Accessories	$31,039
10902	Wood Planters	$0
11000	**EQUIPMENT**	
11160	Dock Equipment	$0
11161	Dock Levelers	$0
11165	Dock Bumpers	$0
11180	Fireplace Equipment	$0
11400	Appliances	$0
12000	**FURNISHINGS**	
12500	Window Treatment	$66,880
12694	Modular Furniture	$0
14000	**CONVEYING SYSTEMS**	
14200	Elevators / Dumbwaiters	$0
15000	**MECHANICAL**	
15300	Fire Protection	$90,791
15400	Plumbing	$595,016
15500	HVAC	$750,000
16000	**ELECTRICAL**	
16050	Site Electrical	$0
16500	Building Electrical	$925,476
16700	Communications / Alarm	$73,500
16900	Building Security	$0

Prepared for: Boureston Development
Job Name: Jurupa Outpatient Clinic Outpatient Clinic TI
Address: Mission Blvd and Pedley Jurupa Valley ,
Prepared by: Doug MacGinnis
Job #: 17-008

	Subtotal	$5,522,472
60000	Contingency	
60100	Overhead & Profit	$276,124
1555	Insurance	$55,777
	Total	**$5,854,373**

FF & E	
* GE Equipment	$625,000
* Security System	$304,985
* Herman Miller Furniture	$1,400,000
* Energy Management System	$178,386
* Data Cabling / IT /AV Systems	$282,760
* Kiosks	$80,000
* Dental Equipment	$330,000
* WIC Furniture	$138,000
* WIC Equipment	$15,000
* Sound Masking System	$50,000
* Lab	$75,000
* Pharmacy	$75,000
* TV's / Comp	$224,000
* PCG CM for FF & E	$75,000
* Equipment Consultant	$75,000
* FF & E Contingency	$392,813
FF & E Subtotal:	**$4,320,944**

Soft Costs	
Architectural Fees	$410,941
Design Build Fees	$85,000
LEED Consultants Fee	$90,000
Interior Design	$115,000
Permit / Plan Check Fees	$50,000
TI Contingency	$990,797
Inflation Factor	$585,437
Soft Construction Cost Subtotal	**$2,327,176**
Construction Cost Subtotal:	**$8,181,549**
Grand Total (FF & E & Construction):	**$12,502,493**

LEASEHOLD IMPROVEMENT AGREEMENT
(8876 Mission Boulevard, Jurupa Valley, CA)

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

SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF PREMISES

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

SECTION 2 - CONSTRUCTION DRAWINGS FOR THE PREMISES

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

SECTION 3 - CONSTRUCTION DRAWINGS

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

EXHIBIT B

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

3.2 Final Space Plan. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the final space plan for Leasehold Improvements in the Premises (collectively, the "Final Space Plan"), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan County for County's approval. The Final Space Plan is attached as Exhibit "B-1."

3.3 Final Working Drawings. Within forty five (45) working days after execution of the Lease by County and delivery of a copy of the Lease to Lessor, Lessor, the Architect and the Engineers shall complete the architectural and engineering drawings for the Leasehold Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval. The Final Working Drawings shall be incorporated into this lease upon their completion as Exhibit "B-2."

3.4 Permits. The Final Working Drawings shall be approved by County (the "Approved Working Drawings") prior to the commencement of the construction of the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold Improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that the obtaining of the same shall be Lessor's responsibility; provided however that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would materially directly or indirectly delay the "Substantial Completion" of the Premises as that term is defined in Section 6.1 of this Leasehold Improvement

Agreement.

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

SECTION 4 - LESSOR COVENANTS

4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "F", General Construction Specifications for Leased Facilities, attached thereto and made a part of the Lease.

4.2 Lessor recognizes, understands and covenants that improvements contemplated herein may be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

4.3 Lessor shall comply and stay current with all applicable building standards, which may change from time to time, including but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto in providing improvements contemplated herein.

SECTION 5 - CONSTRUCTION

5.1 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed, a Certificate of Occupancy has been issued by the City of Jurupa Valley, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the County of Riverside upon final inspection, all required permits have been obtained and electrical power has been turned on. Within ten (10) days thereafter, County shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the Premises for occupancy. County shall accept the Premises if the improvements are Substantially Complete in accordance with this Exhibit "B" and the Exhibit "F" attached to the Lease (excepting minor punch list items), which Lessor shall complete with due diligence, and County shall not unreasonably withhold or delay approval of construction of same.

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

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

6.1 For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Leasehold Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any County items to be installed by County, and compliance with the requirements of Section 5.1 of this Exhibit. Provided however, that such punch list items do not preclude the useful occupancy of the Premises. Useful occupancy herein defined as the Premises being safe, free of hazard, free of any risk to the safety of County employees and available in all material respects for the use set forth in the Lease.

6.2 The Lease Commencement Date shall occur as set forth in Section 6.1, above.

SECTION 7 - CONSTRUCTION COSTS

7.1 Lessor has provided County with an itemized cost breakdown of the estimated construction costs of the leasehold improvements, attached hereto and made a part hereof as Addendum 1. Upon Substantial Completion, Lessor shall provide the actual construction costs of the Leasehold Improvements in Addendum 1-A (herein the "Actual Costs of the Leasehold Improvements"). County shall receive a credit from Lessor in the amount of $1,000,000.00 from Lessor (herein the "Tenant Improvement Allowance Credit") to offset the actual costs set forth in Addendum 1-A. The estimated costs of the all Leasehold Improvements as set forth in Addendum 1, including but not limited to architectural fees and permits, is $6,605,314.00 (herein the "Leasehold Improvement Costs"). If needed, the Parties have budgeted an additional $1,576,235.00 as project contingency (the "Contingency") for the sole purpose of paying for extra items requested by County during the course of construction for installation of additional leasehold improvements or otherwise necessitated by request/changes made to the plans by County. The cost for the construction shall be calculated with all labor, materials, permits and insurance included as costs, and shall be calculated at prevailing wages. The total cost of all the Leasehold Improvements shall not exceed $8,181,549.00 including the contingency (the "Total Costs").

The Maximum Reimbursable Cost therefore for which County shall be obligated for reimbursement to Lessor shall be $7,181,549.00, (the "Maximum Reimbursable Costs"), which represents the Total Costs of the Leasehold Improvements less the Tenant Improvement Allowance Credit in the amount of $1,000,000.00.

7.2 Upon completion of the Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Premises by County, Lessor shall provide County with an itemized statement, similar to the cost breakdown form attached as Addendum 1, of the actual costs of the Leasehold Improvements incurred by Lessor, designated as Addendum 1-A, accompanied by vendor, contractor, subcontractor, material man invoices if requested by the County.

SECTION 8 - REIMBURSEMENT FOR LEASEHOLD IMPROVEMENTS AND FURNITURE, FIXTURE, AND EQUIPMENT

8.1 In addition to the monthly rent as stated in the Lease, County shall reimburse Lessor, as hereinafter set forth, the actual cost of the Leasehold Improvements on a monthly basis as substantiated by the Actual Costs of Leasehold Improvements as set forth in Addendum 1-A required in Section 7.2 above and related supporting documentation requested by County. In no event shall Lessor be reimbursed an amount in excess of Maximum Reimbursable Costs pursuant to Addendum 1A.

8.2 In the event the costs of the leasehold improvements equal the total of the leasehold improvement costs pursuant to Addendum 1, County shall pay to Lessor a monthly leasehold improvement payment as set forth in the leasehold improvement payment schedule as attached to this Exhibit "B," designed at Exhibit "B-4." The monthly payment shall be due and payable together with the monthly rent as set forth in section 5.1 of the Lease and shall be based upon the amortized costs of the Addendum 1 costs as set forth in Section 7.1 less the Tenant Improvement Allowance Credit, and shall be amortized over one hundred eighty (180) months (the "Leasehold Amortization Period") at 5% interest, as reimbursement for the costs of improvements made by Lessor. Upon completion of the leasehold improvements, in the event the Actual Costs of the Leasehold Improvements Addendum 1-A are less than the estimated costs in Addendum 1, a revised amortization schedule designated Exhibit "B-5" shall be attached to this Exhibit "B" which shall set forth the revised monthly payment to be paid to Lessor to amortize the Actual Costs of the Leasehold Improvements less the Tenant Improvement Allowance Credit. In no event shall Lessor be reimbursed any amount in excess of Actual Costs of the Leasehold Improvements nor in excess of the total cost set forth in Sections 7.1 above. County shall have the option to pay Lessor in part or in full the unamortized balance of the Leasehold Improvements at any time from the effective date of this Lease until and including the Original Term of this Lease. In the event County makes a partial payment, the remaining balance shall be amortized over the number of the remaining months in the Leasehold Improvement at 5% interest, and Lessor shall within fourteen (14) days after receiving such payment, provide a revised amortization schedule to County setting forth the revised balance and revised payments schedule.

8.3 Lessor agrees to contract with outside vendors for the installation of County's furniture, fixtures, and equipment. Lessor shall contract directly with outside vendors and pay said vendors upon completion of the installation of the furniture, fixtures, and

equipment (the "FF&E) as set forth in Exhibit "B-7. Based upon the FF&E total budget of $4,320,944.00 (the "Total FF&E Budget") as set forth in Exhibit "B-7," County shall reimburse Lessor for the FF&E, together with the monthly rent as set forth in Section 5.1 of the Lease the form of a monthly payment at 5% interest over one hundred eighty (180) months as set forth in the FF&E payment schedule attached to this Exhibit "B" as Exhibit "B-6." In the event the actual costs of the FF&E are less than the Total FF&E Budget, the payment schedule shall be revised accordingly to reflect the monthly payment at 5% interest on the actual costs. The FF&E actual costs revised payment schedule shall be attached as Exhibit "B-8." County shall have the option to pay Lessor in part or in full the unamortized balance of the furniture, fixtures and equipment at any time from the effectiveness of this Lease until and including the Original Term of this Lease. In the event County makes a partial payment the remaining balance shall be amortized over the number of the remaining months in the FF&E Amortization Period at 5% interest, and Lessor shall within fourteen (14) days after receiving such payment, provide a revised amortization schedule to County setting forth the revised balance and revised payments and payment schedule. A list of the FF&E is set forth in Exhibit "B-7."

8.4 County shall pay to Lessor an amount not to exceed $4,320,944.00 for the actual costs of the furniture, fixtures, and equipment made by Lessor on a monthly basis, as set forth in monthly payment schedule in Exhibit "B-6." In no event shall Lessor be reimbursed any amount in excess of actual costs nor in excess of the total amount set forth in this Section 8.4, however, in the event there is an available contingency balance from the leasehold improvement funds, any available contingency balance may be allocated to the FF&E costs at County's discretion. All amounts due to Lessor from County pursuant to this Section 8 shall be amortized over the one hundred eighty months of the Original Lease Term and the payment calculated at an annual interest rate of 5%. All FF&E title ownership shall vest in the County of Riverside.

SECTION 9 - MISCELLANEOUS

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

9.2 County's Representative. County has designated its Assistant County Executive Officer/EDA as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

9.3 Lessor's Representative. Lessor has designated Jurupa Valley Medical Partners, LLC as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Leasehold Improvement Agreement.

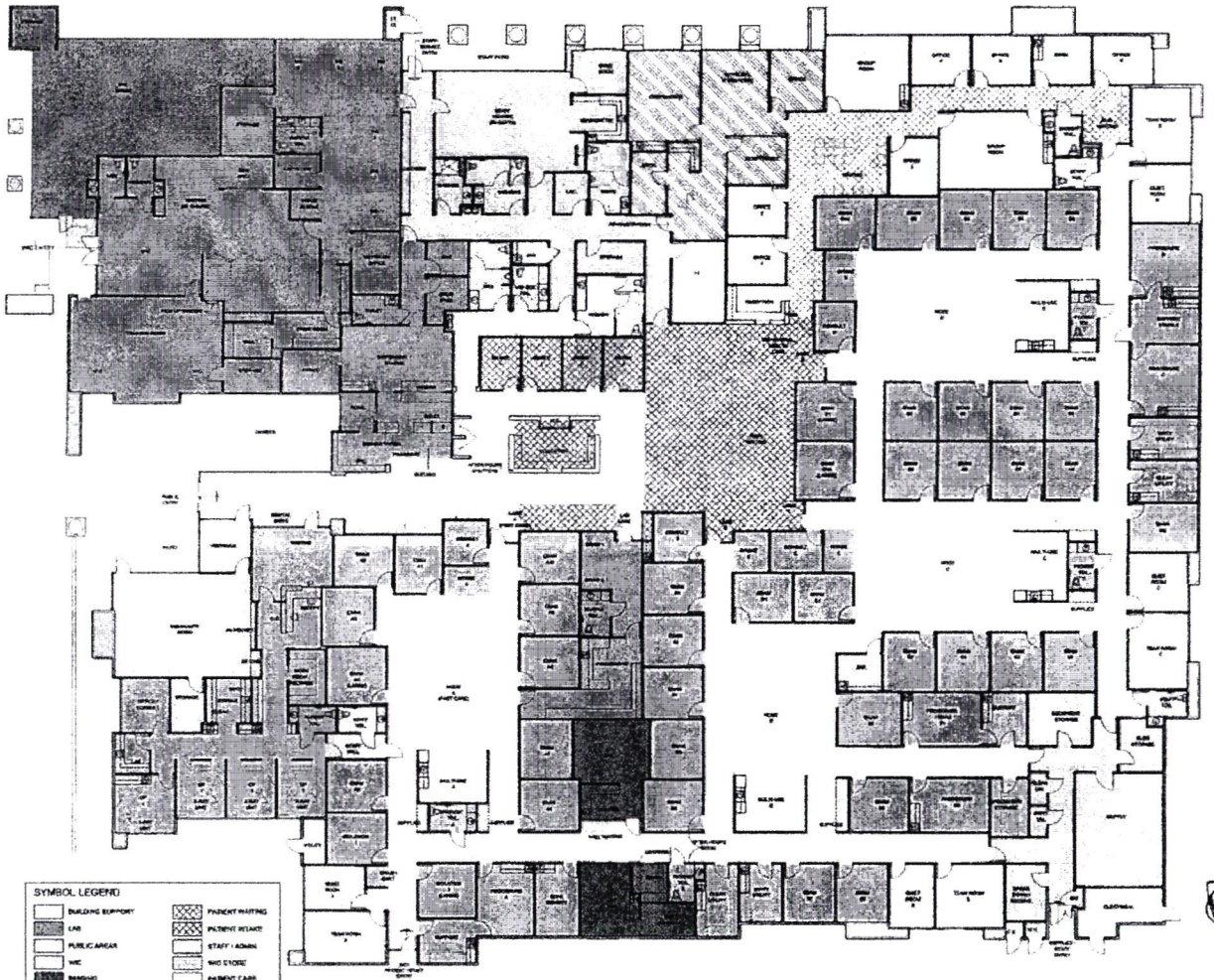
9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Premises.

9.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice of approval is given within the stated time period, or if no timeframe stated, within fifteen (15) days of request the end of such period the item shall automatically be deemed not approved; provided however, Lessor's requirement for delivery of the Premises Pursuant to Section 4.3 of the Lease shall be extended by one (1) day of each one (1) day after any approval period that such item remains disapproved.

9.6 Default. A default by either party under this Leasehold Improvement Agreement shall be a default under the Lease, and shall be controlled by the terms of the Lease.

CC:ra/062117/006MC/19.082

EXHIBIT B-1 SPACE PLAN



12-21-16
12/21/16

EXHIBIT B-2

Working Drawings

Reserved

EXHIBIT B-3

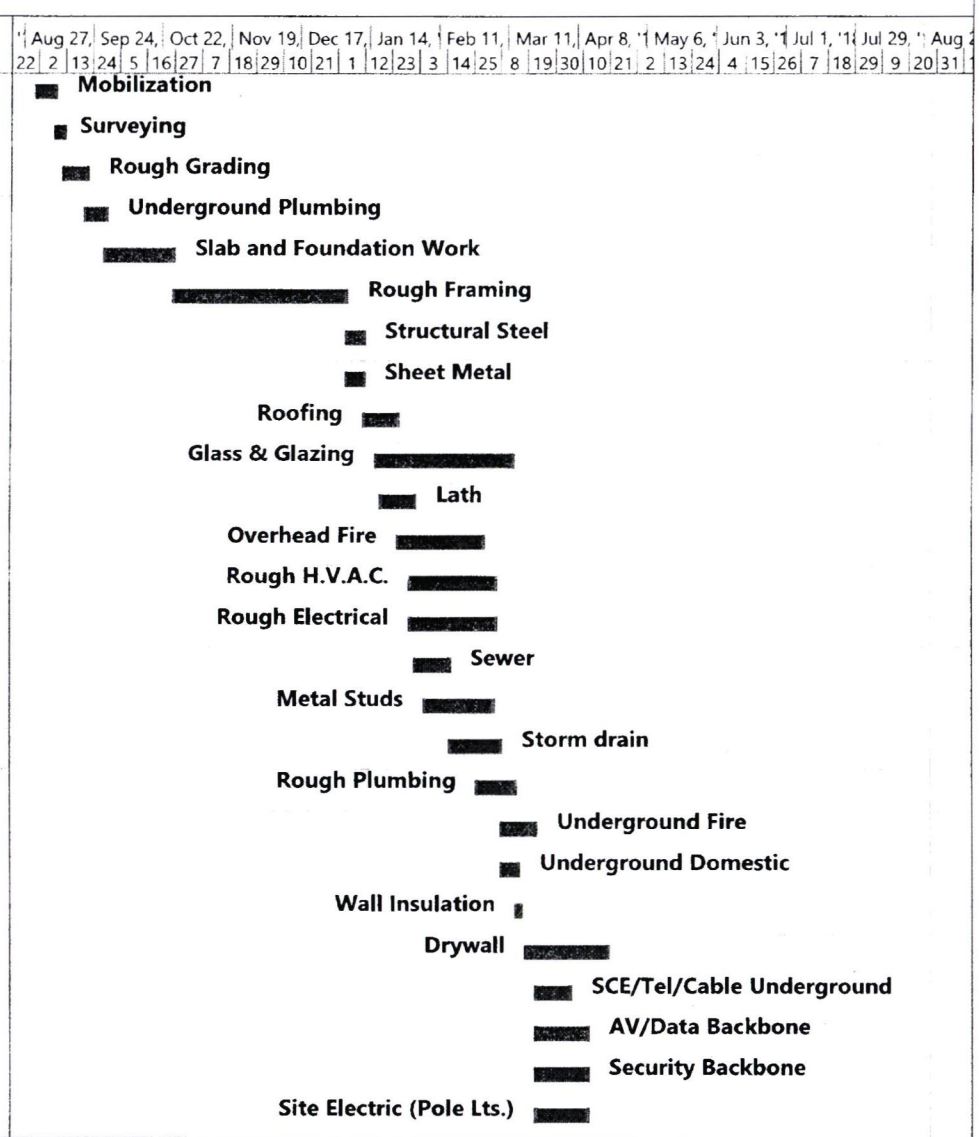
PCG
PACIFIC CONSTRUCTION GROUP

Jurupa Outpatient Medical Clinic

Preliminary Construction Schedule

6.6.17

ID	Task Name	Duration	Start	Finish
1	Mobilization	6 days	Fri 9/1/17	Fri 9/8/17
2	Surveying	3 days	Fri 9/8/17	Tue 9/12/17
10	Rough Grading	8 days	Tue 9/12/17	Thu 9/21/17
11	Underground Plumbing	7 days	Thu 9/21/17	Fri 9/29/17
13	Slab and Foundation Work	20 days	Fri 9/29/17	Thu 10/26/17
6	Rough Framing	50 days	Fri 10/27/17	Thu 1/4/18
15	Structural Steel	5 days	Fri 1/5/18	Thu 1/11/18
16	Sheet Metal	5 days	Fri 1/5/18	Thu 1/11/18
14	Roofing	10 days	Fri 1/12/18	Thu 1/25/18
25	Glass & Glazing	40 days	Wed 1/17/18	Tue 3/13/18
5	Lath	10 days	Fri 1/19/18	Thu 2/1/18
17	Overhead Fire	25 days	Fri 1/26/18	Thu 3/1/18
18	Rough H.V.A.C.	25 days	Wed 1/31/18	Tue 3/6/18
22	Rough Electrical	25 days	Wed 1/31/18	Tue 3/6/18
8	Sewer	10 days	Fri 2/2/18	Thu 2/15/18
19	Metal Studs	20 days	Tue 2/6/18	Mon 3/5/18
9	Storm Drain	15 days	Fri 2/16/18	Thu 3/8/18
23	Rough Plumbing	12 days	Tue 2/27/18	Wed 3/14/18
7	Underground Fire	10 days	Fri 3/9/18	Thu 3/22/18
12	Underground Domestic	5 days	Fri 3/9/18	Thu 3/15/18
21	Wall Insulation	2 days	Thu 3/15/18	Fri 3/16/18
24	Drywall	25 days	Mon 3/19/18	Fri 4/20/18
3	SCE/Tel/Cable Underground	10 days	Fri 3/23/18	Thu 4/5/18
20	AV/Data Backbone	15 days	Fri 3/23/18	Thu 4/12/18
33	Security Backbone	15 days	Fri 3/23/18	Thu 4/12/18
37	Site Electric (Pole Lts.)	15 days	Fri 3/23/18	Thu 4/12/18



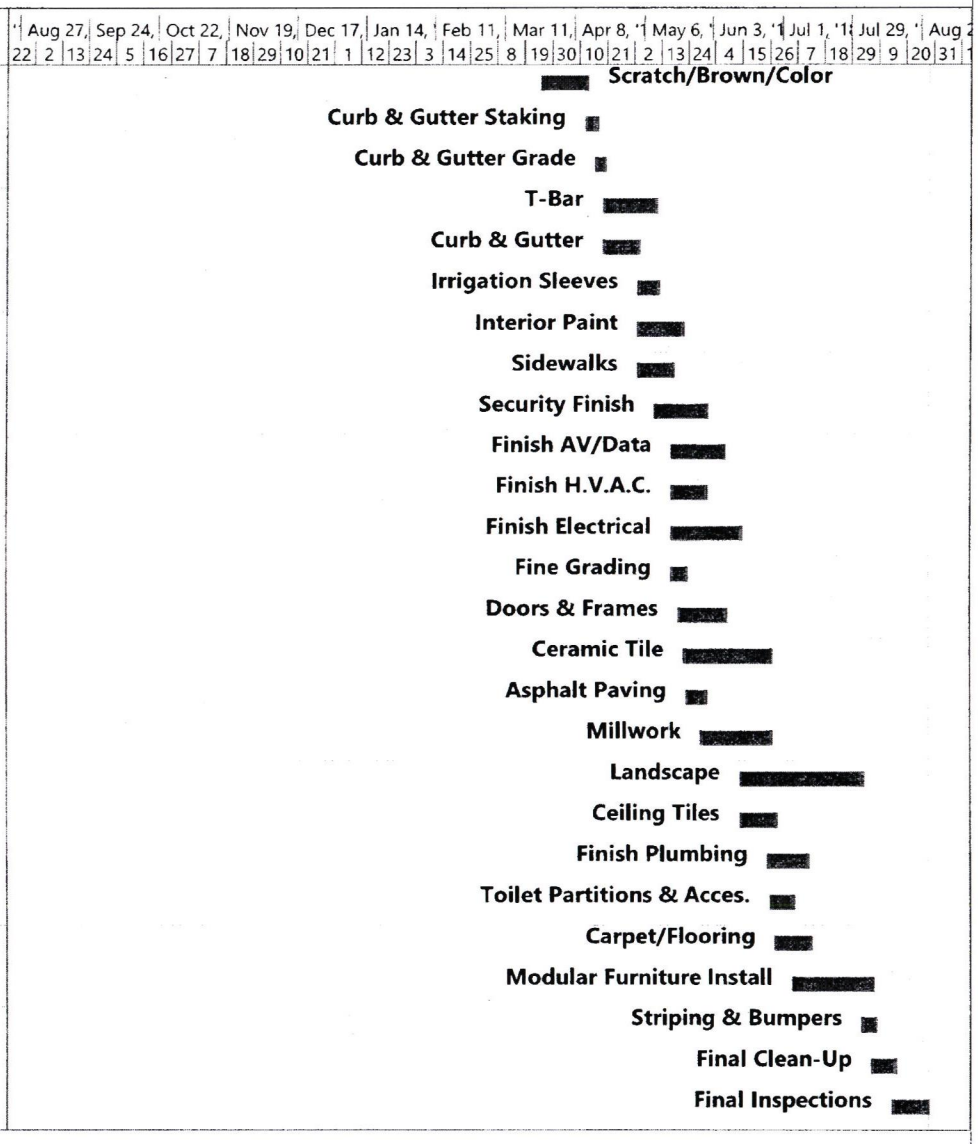
PCG
PACIFIC CONSTRUCTION GROUP

Jurupa Outpatient Medical Clinic

Preliminary Construction Schedule

6.6.17

ID	Task Name	Duration	Start	Finish
4	Scratch/Brown/Color	14 days	Mon 3/26/18	Thu 4/12/18
31	Curb & Gutter Staking	2 days	Fri 4/13/18	Mon 4/16/18
32	Curb & Gutter Grade	3 days	Tue 4/17/18	Thu 4/19/18
26	T-Bar	15 days	Fri 4/20/18	Thu 5/10/18
34	Curb & Gutter	10 days	Fri 4/20/18	Thu 5/3/18
35	Irrigation Sleeves	6 days	Fri 5/4/18	Fri 5/11/18
36	Interior Paint	12 days	Fri 5/4/18	Mon 5/21/18
40	Sidewalks	10 days	Fri 5/4/18	Thu 5/17/18
27	Security Finish	15 days	Fri 5/11/18	Thu 5/31/18
28	Finish AV/Data	15 days	Fri 5/18/18	Thu 6/7/18
29	Finish H.V.A.C.	10 days	Fri 5/18/18	Thu 5/31/18
30	Finish Electrical	20 days	Fri 5/18/18	Thu 6/14/18
42	Fine Grading	4 days	Fri 5/18/18	Wed 5/23/18
41	Doors & Frames	15 days	Mon 5/21/18	Fri 6/8/18
46	Ceramic Tile	25 days	Wed 5/23/18	Tue 6/26/18
43	Asphalt Paving	6 days	Thu 5/24/18	Thu 5/31/18
45	Millwork	20 days	Wed 5/30/18	Tue 6/26/18
38	Landscape	35 days	Fri 6/15/18	Thu 8/2/18
39	Ceiling Tiles	10 days	Fri 6/15/18	Thu 6/28/18
47	Finish Plumbing	12 days	Tue 6/26/18	Wed 7/11/18
48	Toilet Partitions & Acces.	7 days	Wed 6/27/18	Thu 7/5/18
50	Carpet/Flooring	10 days	Fri 6/29/18	Thu 7/12/18
44	Modular Furniture Install	22 days	Fri 7/6/18	Mon 8/6/18
49	Striping & Bumpers	3 days	Fri 8/3/18	Tue 8/7/18
51	Final Clean-Up	7 days	Tue 8/7/18	Wed 8/15/18
52	Final Inspections	10 days	Wed 8/15/18	Tue 8/28/18



LOAN AMORTIZATION SCHEDULE — Exhibit B-4 — TENANT IMPROVEMENT AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$7,181,549.00
Annual interest rate	5.00%
Loan period in years	15
Number of payments per year	12
Start date of loan	9/1/2018
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$56,791.23
Scheduled number of payments	180
Actual number of payments	180
Total early payments	$0.00
Total interest	$3,040,872.72

LENDER NAME Jurupa Valley Medical Partners, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	9/1/2018	$7,181,549.00	$56,791.23	$0.00	$56,791.23	$26,868.11	$29,923.12	$7,154,680.89	$29,923.12
2	10/1/2018	$7,154,680.89	$56,791.23	$0.00	$56,791.23	$26,980.06	$29,811.17	$7,127,700.83	$59,734.29
3	11/1/2018	$7,127,700.83	$56,791.23	$0.00	$56,791.23	$27,092.48	$29,698.75	$7,100,608.35	$89,433.04
4	12/1/2018	$7,100,608.35	$56,791.23	$0.00	$56,791.23	$27,205.36	$29,585.87	$7,073,402.99	$119,018.91
5	1/1/2019	$7,073,402.99	$56,791.23	$0.00	$56,791.23	$27,318.72	$29,472.51	$7,046,084.27	$148,491.43
6	2/1/2019	$7,046,084.27	$56,791.23	$0.00	$56,791.23	$27,432.55	$29,358.68	$7,018,651.72	$177,850.11
7	3/1/2019	$7,018,651.72	$56,791.23	$0.00	$56,791.23	$27,546.85	$29,244.38	$6,991,104.87	$207,094.49
8	4/1/2019	$6,991,104.87	$56,791.23	$0.00	$56,791.23	$27,661.63	$29,129.60	$6,963,443.24	$236,224.10
9	5/1/2019	$6,963,443.24	$56,791.23	$0.00	$56,791.23	$27,776.88	$29,014.35	$6,935,666.36	$265,238.44
10	6/1/2019	$6,935,666.36	$56,791.23	$0.00	$56,791.23	$27,892.62	$28,898.61	$6,907,773.73	$294,137.05
11	7/1/2019	$6,907,773.73	$56,791.23	$0.00	$56,791.23	$28,008.84	$28,782.39	$6,879,764.89	$322,919.44
12	8/1/2019	$6,879,764.89	$56,791.23	$0.00	$56,791.23	$28,125.54	$28,665.69	$6,851,639.35	$351,585.13
13	9/1/2019	$6,851,639.35	$56,791.23	$0.00	$56,791.23	$28,242.73	$28,548.50	$6,823,396.61	$380,133.63
14	10/1/2019	$6,823,396.61	$56,791.23	$0.00	$56,791.23	$28,360.41	$28,430.82	$6,795,036.20	$408,564.45
15	11/1/2019	$6,795,036.20	$56,791.23	$0.00	$56,791.23	$28,478.58	$28,312.65	$6,766,557.62	$436,877.10
16	12/1/2019	$6,766,557.62	$56,791.23	$0.00	$56,791.23	$28,597.24	$28,193.99	$6,737,960.38	$465,071.09
17	1/1/2020	$6,737,960.38	$56,791.23	$0.00	$56,791.23	$28,716.40	$28,074.83	$6,709,243.98	$493,145.92
18	2/1/2020	$6,709,243.98	$56,791.23	$0.00	$56,791.23	$28,836.05	$27,955.18	$6,680,407.93	$521,101.11
19	3/1/2020	$6,680,407.93	$56,791.23	$0.00	$56,791.23	$28,956.20	$27,835.03	$6,651,451.73	$548,936.14
20	4/1/2020	$6,651,451.73	$56,791.23	$0.00	$56,791.23	$29,076.85	$27,714.38	$6,622,374.88	$576,650.52
21	5/1/2020	$6,622,374.88	$56,791.23	$0.00	$56,791.23	$29,198.00	$27,593.23	$6,593,176.88	$604,243.75
22	6/1/2020	$6,593,176.88	$56,791.23	$0.00	$56,791.23	$29,319.66	$27,471.57	$6,563,857.22	$631,715.32
23	7/1/2020	$6,563,857.22	$56,791.23	$0.00	$56,791.23	$29,441.83	$27,349.41	$6,534,415.39	$659,064.72
24	8/1/2020	$6,534,415.39	$56,791.23	$0.00	$56,791.23	$29,564.50	$27,226.73	$6,504,850.89	$686,291.46
25	9/1/2020	$6,504,850.89	$56,791.23	$0.00	$56,791.23	$29,687.69	$27,103.55	$6,475,163.21	$713,395.00
26	10/1/2020	$6,475,163.21	$56,791.23	$0.00	$56,791.23	$29,811.39	$26,979.85	$6,445,351.82	$740,374.85
27	11/1/2020	$6,445,351.82	$56,791.23	$0.00	$56,791.23	$29,935.60	$26,855.63	$6,415,416.22	$767,230.48
28	12/1/2020	$6,415,416.22	$56,791.23	$0.00	$56,791.23	$30,060.33	$26,730.90	$6,385,355.89	$793,961.38
29	1/1/2021	$6,385,355.89	$56,791.23	$0.00	$56,791.23	$30,185.58	$26,605.65	$6,355,170.31	$820,567.03
30	2/1/2021	$6,355,170.31	$56,791.23	$0.00	$56,791.23	$30,311.36	$26,479.88	$6,324,858.95	$847,046.91
31	3/1/2021	$6,324,858.95	$56,791.23	$0.00	$56,791.23	$30,437.65	$26,353.58	$6,294,421.30	$873,400.49
32	4/1/2021	$6,294,421.30	$56,791.23	$0.00	$56,791.23	$30,564.48	$26,226.76	$6,263,856.82	$899,627.24
33	5/1/2021	$6,263,856.82	$56,791.23	$0.00	$56,791.23	$30,691.83	$26,099.40	$6,233,165.00	$925,726.64
34	6/1/2021	$6,233,165.00	$56,791.23	$0.00	$56,791.23	$30,819.71	$25,971.52	$6,202,345.28	$951,698.17
35	7/1/2021	$6,202,345.28	$56,791.23	$0.00	$56,791.23	$30,948.13	$25,843.11	$6,171,397.16	$977,541.27
36	8/1/2021	$6,171,397.16	$56,791.23	$0.00	$56,791.23	$31,077.08	$25,714.15	$6,140,320.08	$1,003,255.43
37	9/1/2021	$6,140,320.08	$56,791.23	$0.00	$56,791.23	$31,206.56	$25,584.67	$6,109,113.52	$1,028,840.09

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	10/1/2021	$6,109,113.52	$56,791.23	$0.00	$56,791.23	$31,336.59	$25,454.64	$6,077,776.92	$1,054,294.73
39	11/1/2021	$6,077,776.92	$56,791.23	$0.00	$56,791.23	$31,467.16	$25,324.07	$6,046,309.76	$1,079,618.80
40	12/1/2021	$6,046,309.76	$56,791.23	$0.00	$56,791.23	$31,598.27	$25,192.96	$6,014,711.49	$1,104,811.76
41	1/1/2022	$6,014,711.49	$56,791.23	$0.00	$56,791.23	$31,729.93	$25,061.30	$5,982,981.55	$1,129,873.06
42	2/1/2022	$5,982,981.55	$56,791.23	$0.00	$56,791.23	$31,862.14	$24,929.09	$5,951,119.41	$1,154,802.15
43	3/1/2022	$5,951,119.41	$56,791.23	$0.00	$56,791.23	$31,994.90	$24,796.33	$5,919,124.51	$1,179,598.48
44	4/1/2022	$5,919,124.51	$56,791.23	$0.00	$56,791.23	$32,128.21	$24,663.02	$5,886,996.30	$1,204,261.50
45	5/1/2022	$5,886,996.30	$56,791.23	$0.00	$56,791.23	$32,262.08	$24,529.15	$5,854,734.22	$1,228,790.65
46	6/1/2022	$5,854,734.22	$56,791.23	$0.00	$56,791.23	$32,396.51	$24,394.73	$5,822,337.71	$1,253,185.37
47	7/1/2022	$5,822,337.71	$56,791.23	$0.00	$56,791.23	$32,531.49	$24,259.74	$5,789,806.22	$1,277,445.12
48	8/1/2022	$5,789,806.22	$56,791.23	$0.00	$56,791.23	$32,667.04	$24,124.19	$5,757,139.18	$1,301,569.31
49	9/1/2022	$5,757,139.18	$56,791.23	$0.00	$56,791.23	$32,803.15	$23,988.08	$5,724,336.03	$1,325,557.39
50	10/1/2022	$5,724,336.03	$56,791.23	$0.00	$56,791.23	$32,939.83	$23,851.40	$5,691,396.20	$1,349,408.79
51	11/1/2022	$5,691,396.20	$56,791.23	$0.00	$56,791.23	$33,077.08	$23,714.15	$5,658,319.12	$1,373,122.94
52	12/1/2022	$5,658,319.12	$56,791.23	$0.00	$56,791.23	$33,214.90	$23,576.33	$5,625,104.22	$1,396,699.27
53	1/1/2023	$5,625,104.22	$56,791.23	$0.00	$56,791.23	$33,353.30	$23,437.93	$5,591,750.92	$1,420,137.20
54	2/1/2023	$5,591,750.92	$56,791.23	$0.00	$56,791.23	$33,492.27	$23,298.96	$5,558,258.65	$1,443,436.16
55	3/1/2023	$5,558,258.65	$56,791.23	$0.00	$56,791.23	$33,631.82	$23,159.41	$5,524,626.83	$1,466,595.58
56	4/1/2023	$5,524,626.83	$56,791.23	$0.00	$56,791.23	$33,771.95	$23,019.28	$5,490,854.87	$1,489,614.85
57	5/1/2023	$5,490,854.87	$56,791.23	$0.00	$56,791.23	$33,912.67	$22,878.56	$5,456,942.20	$1,512,493.42
58	6/1/2023	$5,456,942.20	$56,791.23	$0.00	$56,791.23	$34,053.97	$22,737.26	$5,422,888.23	$1,535,230.68
59	7/1/2023	$5,422,888.23	$56,791.23	$0.00	$56,791.23	$34,195.86	$22,595.37	$5,388,692.37	$1,557,826.04
60	8/1/2023	$5,388,692.37	$56,791.23	$0.00	$56,791.23	$34,338.35	$22,452.88	$5,354,354.02	$1,580,278.93
61	9/1/2023	$5,354,354.02	$56,791.23	$0.00	$56,791.23	$34,481.42	$22,309.81	$5,319,872.60	$1,602,588.74
62	10/1/2023	$5,319,872.60	$56,791.23	$0.00	$56,791.23	$34,625.10	$22,166.14	$5,285,247.50	$1,624,754.87
63	11/1/2023	$5,285,247.50	$56,791.23	$0.00	$56,791.23	$34,769.37	$22,021.86	$5,250,478.13	$1,646,776.74
64	12/1/2023	$5,250,478.13	$56,791.23	$0.00	$56,791.23	$34,914.24	$21,876.99	$5,215,563.89	$1,668,653.73
65	1/1/2024	$5,215,563.89	$56,791.23	$0.00	$56,791.23	$35,059.72	$21,731.52	$5,180,504.18	$1,690,385.25
66	2/1/2024	$5,180,504.18	$56,791.23	$0.00	$56,791.23	$35,205.80	$21,585.43	$5,145,298.38	$1,711,970.68
67	3/1/2024	$5,145,298.38	$56,791.23	$0.00	$56,791.23	$35,352.49	$21,438.74	$5,109,945.89	$1,733,409.42
68	4/1/2024	$5,109,945.89	$56,791.23	$0.00	$56,791.23	$35,499.79	$21,291.44	$5,074,446.10	$1,754,700.86
69	5/1/2024	$5,074,446.10	$56,791.23	$0.00	$56,791.23	$35,647.71	$21,143.53	$5,038,798.40	$1,775,844.39
70	6/1/2024	$5,038,798.40	$56,791.23	$0.00	$56,791.23	$35,796.24	$20,994.99	$5,003,002.16	$1,796,839.38
71	7/1/2024	$5,003,002.16	$56,791.23	$0.00	$56,791.23	$35,945.39	$20,845.84	$4,967,056.77	$1,817,685.22
72	8/1/2024	$4,967,056.77	$56,791.23	$0.00	$56,791.23	$36,095.16	$20,696.07	$4,930,961.61	$1,838,381.29
73	9/1/2024	$4,930,961.61	$56,791.23	$0.00	$56,791.23	$36,245.56	$20,545.67	$4,894,716.05	$1,858,926.97
74	10/1/2024	$4,894,716.05	$56,791.23	$0.00	$56,791.23	$36,396.58	$20,394.65	$4,858,319.47	$1,879,321.62
75	11/1/2024	$4,858,319.47	$56,791.23	$0.00	$56,791.23	$36,548.23	$20,243.00	$4,821,771.23	$1,899,564.62
76	12/1/2024	$4,821,771.23	$56,791.23	$0.00	$56,791.23	$36,700.52	$20,090.71	$4,785,070.71	$1,919,655.33
77	1/1/2025	$4,785,070.71	$56,791.23	$0.00	$56,791.23	$36,853.44	$19,937.79	$4,748,217.28	$1,939,593.12
78	2/1/2025	$4,748,217.28	$56,791.23	$0.00	$56,791.23	$37,006.99	$19,784.24	$4,711,210.28	$1,959,377.36
79	3/1/2025	$4,711,210.28	$56,791.23	$0.00	$56,791.23	$37,161.19	$19,630.04	$4,674,049.09	$1,979,007.41
80	4/1/2025	$4,674,049.09	$56,791.23	$0.00	$56,791.23	$37,316.03	$19,475.20	$4,636,733.07	$1,998,482.61
81	5/1/2025	$4,636,733.07	$56,791.23	$0.00	$56,791.23	$37,471.51	$19,319.72	$4,599,261.56	$2,017,802.33
82	6/1/2025	$4,599,261.56	$56,791.23	$0.00	$56,791.23	$37,627.64	$19,163.59	$4,561,633.91	$2,036,965.92
83	7/1/2025	$4,561,633.91	$56,791.23	$0.00	$56,791.23	$37,784.42	$19,006.81	$4,523,849.49	$2,055,972.73
84	8/1/2025	$4,523,849.49	$56,791.23	$0.00	$56,791.23	$37,941.86	$18,849.37	$4,485,907.63	$2,074,822.10
85	9/1/2025	$4,485,907.63	$56,791.23	$0.00	$56,791.23	$38,099.95	$18,691.28	$4,447,807.68	$2,093,513.38
86	10/1/2025	$4,447,807.68	$56,791.23	$0.00	$56,791.23	$38,258.70	$18,532.53	$4,409,548.98	$2,112,045.92

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
87	11/1/2025	$4,409,548.98	$56,791.23	$0.00	$56,791.23	$38,418.11	$18,373.12	$4,371,130.87	$2,130,419.04
88	12/1/2025	$4,371,130.87	$56,791.23	$0.00	$56,791.23	$38,578.19	$18,213.05	$4,332,552.68	$2,148,632.08
89	1/1/2026	$4,332,552.68	$56,791.23	$0.00	$56,791.23	$38,738.93	$18,052.30	$4,293,813.75	$2,166,684.38
90	2/1/2026	$4,293,813.75	$56,791.23	$0.00	$56,791.23	$38,900.34	$17,890.89	$4,254,913.41	$2,184,575.28
91	3/1/2026	$4,254,913.41	$56,791.23	$0.00	$56,791.23	$39,062.43	$17,728.81	$4,215,850.99	$2,202,304.08
92	4/1/2026	$4,215,850.99	$56,791.23	$0.00	$56,791.23	$39,225.19	$17,566.05	$4,176,625.80	$2,219,870.13
93	5/1/2026	$4,176,625.80	$56,791.23	$0.00	$56,791.23	$39,388.62	$17,402.61	$4,137,237.18	$2,237,272.73
94	6/1/2026	$4,137,237.18	$56,791.23	$0.00	$56,791.23	$39,552.74	$17,238.49	$4,097,684.43	$2,254,511.22
95	7/1/2026	$4,097,684.43	$56,791.23	$0.00	$56,791.23	$39,717.55	$17,073.69	$4,057,966.89	$2,271,584.91
96	8/1/2026	$4,057,966.89	$56,791.23	$0.00	$56,791.23	$39,883.04	$16,908.20	$4,018,083.85	$2,288,493.10
97	9/1/2026	$4,018,083.85	$56,791.23	$0.00	$56,791.23	$40,049.22	$16,742.02	$3,978,034.64	$2,305,235.12
98	10/1/2026	$3,978,034.64	$56,791.23	$0.00	$56,791.23	$40,216.09	$16,575.14	$3,937,818.55	$2,321,810.26
99	11/1/2026	$3,937,818.55	$56,791.23	$0.00	$56,791.23	$40,383.65	$16,407.58	$3,897,434.89	$2,338,217.84
100	12/1/2026	$3,897,434.89	$56,791.23	$0.00	$56,791.23	$40,551.92	$16,239.31	$3,856,882.97	$2,354,457.15
101	1/1/2027	$3,856,882.97	$56,791.23	$0.00	$56,791.23	$40,720.89	$16,070.35	$3,816,162.09	$2,370,527.50
102	2/1/2027	$3,816,162.09	$56,791.23	$0.00	$56,791.23	$40,890.56	$15,900.68	$3,775,271.53	$2,386,428.17
103	3/1/2027	$3,775,271.53	$56,791.23	$0.00	$56,791.23	$41,060.93	$15,730.30	$3,734,210.60	$2,402,158.47
104	4/1/2027	$3,734,210.60	$56,791.23	$0.00	$56,791.23	$41,232.02	$15,559.21	$3,692,978.58	$2,417,717.68
105	5/1/2027	$3,692,978.58	$56,791.23	$0.00	$56,791.23	$41,403.82	$15,387.41	$3,651,574.76	$2,433,105.09
106	6/1/2027	$3,651,574.76	$56,791.23	$0.00	$56,791.23	$41,576.34	$15,214.89	$3,609,998.42	$2,448,319.99
107	7/1/2027	$3,609,998.42	$56,791.23	$0.00	$56,791.23	$41,749.57	$15,041.66	$3,568,248.85	$2,463,361.65
108	8/1/2027	$3,568,248.85	$56,791.23	$0.00	$56,791.23	$41,923.53	$14,867.70	$3,526,325.32	$2,478,229.35
109	9/1/2027	$3,526,325.32	$56,791.23	$0.00	$56,791.23	$42,098.21	$14,693.02	$3,484,227.11	$2,492,922.37
110	10/1/2027	$3,484,227.11	$56,791.23	$0.00	$56,791.23	$42,273.62	$14,517.61	$3,441,953.49	$2,507,439.99
111	11/1/2027	$3,441,953.49	$56,791.23	$0.00	$56,791.23	$42,449.76	$14,341.47	$3,399,503.73	$2,521,781.46
112	12/1/2027	$3,399,503.73	$56,791.23	$0.00	$56,791.23	$42,626.63	$14,164.60	$3,356,877.10	$2,535,946.06
113	1/1/2028	$3,356,877.10	$56,791.23	$0.00	$56,791.23	$42,804.24	$13,986.99	$3,314,072.85	$2,549,933.05
114	2/1/2028	$3,314,072.85	$56,791.23	$0.00	$56,791.23	$42,982.59	$13,808.64	$3,271,090.26	$2,563,741.68
115	3/1/2028	$3,271,090.26	$56,791.23	$0.00	$56,791.23	$43,161.69	$13,629.54	$3,227,928.57	$2,577,371.23
116	4/1/2028	$3,227,928.57	$56,791.23	$0.00	$56,791.23	$43,341.53	$13,449.70	$3,184,587.04	$2,590,820.93
117	5/1/2028	$3,184,587.04	$56,791.23	$0.00	$56,791.23	$43,522.12	$13,269.11	$3,141,064.92	$2,604,090.04
118	6/1/2028	$3,141,064.92	$56,791.23	$0.00	$56,791.23	$43,703.46	$13,087.77	$3,097,361.46	$2,617,177.81
119	7/1/2028	$3,097,361.46	$56,791.23	$0.00	$56,791.23	$43,885.56	$12,905.67	$3,053,475.90	$2,630,083.48
120	8/1/2028	$3,053,475.90	$56,791.23	$0.00	$56,791.23	$44,068.42	$12,722.82	$3,009,407.49	$2,642,806.30
121	9/1/2028	$3,009,407.49	$56,791.23	$0.00	$56,791.23	$44,252.03	$12,539.20	$2,965,155.45	$2,655,345.50
122	10/1/2028	$2,965,155.45	$56,791.23	$0.00	$56,791.23	$44,436.42	$12,354.81	$2,920,719.03	$2,667,700.31
123	11/1/2028	$2,920,719.03	$56,791.23	$0.00	$56,791.23	$44,621.57	$12,169.66	$2,876,097.47	$2,679,869.98
124	12/1/2028	$2,876,097.47	$56,791.23	$0.00	$56,791.23	$44,807.49	$11,983.74	$2,831,289.97	$2,691,853.72
125	1/1/2029	$2,831,289.97	$56,791.23	$0.00	$56,791.23	$44,994.19	$11,797.04	$2,786,295.78	$2,703,650.76
126	2/1/2029	$2,786,295.78	$56,791.23	$0.00	$56,791.23	$45,181.67	$11,609.57	$2,741,114.12	$2,715,260.32
127	3/1/2029	$2,741,114.12	$56,791.23	$0.00	$56,791.23	$45,369.92	$11,421.31	$2,695,744.19	$2,726,681.63
128	4/1/2029	$2,695,744.19	$56,791.23	$0.00	$56,791.23	$45,558.96	$11,232.27	$2,650,185.23	$2,737,913.90
129	5/1/2029	$2,650,185.23	$56,791.23	$0.00	$56,791.23	$45,748.79	$11,042.44	$2,604,436.44	$2,748,956.34
130	6/1/2029	$2,604,436.44	$56,791.23	$0.00	$56,791.23	$45,939.41	$10,851.82	$2,558,497.02	$2,759,808.16
131	7/1/2029	$2,558,497.02	$56,791.23	$0.00	$56,791.23	$46,130.83	$10,660.40	$2,512,366.20	$2,770,468.56
132	8/1/2029	$2,512,366.20	$56,791.23	$0.00	$56,791.23	$46,323.04	$10,468.19	$2,466,043.16	$2,780,936.75
133	9/1/2029	$2,466,043.16	$56,791.23	$0.00	$56,791.23	$46,516.05	$10,275.18	$2,419,527.10	$2,791,211.93
134	10/1/2029	$2,419,527.10	$56,791.23	$0.00	$56,791.23	$46,709.87	$10,081.36	$2,372,817.23	$2,801,293.30
135	11/1/2029	$2,372,817.23	$56,791.23	$0.00	$56,791.23	$46,904.49	$9,886.74	$2,325,912.74	$2,811,180.03

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
136	12/1/2029	$2,325,912.74	$56,791.23	$0.00	$56,791.23	$47,099.93	$9,691.30	$2,278,812.81	$2,820,871.34
137	1/1/2030	$2,278,812.81	$56,791.23	$0.00	$56,791.23	$47,296.18	$9,495.05	$2,231,516.63	$2,830,366.39
138	2/1/2030	$2,231,516.63	$56,791.23	$0.00	$56,791.23	$47,493.25	$9,297.99	$2,184,023.39	$2,839,664.38
139	3/1/2030	$2,184,023.39	$56,791.23	$0.00	$56,791.23	$47,691.13	$9,100.10	$2,136,332.25	$2,848,764.47
140	4/1/2030	$2,136,332.25	$56,791.23	$0.00	$56,791.23	$47,889.85	$8,901.38	$2,088,442.41	$2,857,665.86
141	5/1/2030	$2,088,442.41	$56,791.23	$0.00	$56,791.23	$48,089.39	$8,701.84	$2,040,353.02	$2,866,367.70
142	6/1/2030	$2,040,353.02	$56,791.23	$0.00	$56,791.23	$48,289.76	$8,501.47	$1,992,063.26	$2,874,869.17
143	7/1/2030	$1,992,063.26	$56,791.23	$0.00	$56,791.23	$48,490.97	$8,300.26	$1,943,572.29	$2,883,169.44
144	8/1/2030	$1,943,572.29	$56,791.23	$0.00	$56,791.23	$48,693.01	$8,098.22	$1,894,879.28	$2,891,267.65
145	9/1/2030	$1,894,879.28	$56,791.23	$0.00	$56,791.23	$48,895.90	$7,895.33	$1,845,983.37	$2,899,162.98
146	10/1/2030	$1,845,983.37	$56,791.23	$0.00	$56,791.23	$49,099.63	$7,691.60	$1,796,883.74	$2,906,854.58
147	11/1/2030	$1,796,883.74	$56,791.23	$0.00	$56,791.23	$49,304.22	$7,487.02	$1,747,579.52	$2,914,341.60
148	12/1/2030	$1,747,579.52	$56,791.23	$0.00	$56,791.23	$49,509.65	$7,281.58	$1,698,069.87	$2,921,623.18
149	1/1/2031	$1,698,069.87	$56,791.23	$0.00	$56,791.23	$49,715.94	$7,075.29	$1,648,353.93	$2,928,698.47
150	2/1/2031	$1,648,353.93	$56,791.23	$0.00	$56,791.23	$49,923.09	$6,868.14	$1,598,430.84	$2,935,566.61
151	3/1/2031	$1,598,430.84	$56,791.23	$0.00	$56,791.23	$50,131.10	$6,660.13	$1,548,299.74	$2,942,226.74
152	4/1/2031	$1,548,299.74	$56,791.23	$0.00	$56,791.23	$50,339.98	$6,451.25	$1,497,959.76	$2,948,677.99
153	5/1/2031	$1,497,959.76	$56,791.23	$0.00	$56,791.23	$50,549.73	$6,241.50	$1,447,410.02	$2,954,919.49
154	6/1/2031	$1,447,410.02	$56,791.23	$0.00	$56,791.23	$50,760.36	$6,030.88	$1,396,649.67	$2,960,950.36
155	7/1/2031	$1,396,649.67	$56,791.23	$0.00	$56,791.23	$50,971.86	$5,819.37	$1,345,677.81	$2,966,769.74
156	8/1/2031	$1,345,677.81	$56,791.23	$0.00	$56,791.23	$51,184.24	$5,606.99	$1,294,493.57	$2,972,376.73
157	9/1/2031	$1,294,493.57	$56,791.23	$0.00	$56,791.23	$51,397.51	$5,393.72	$1,243,096.06	$2,977,770.45
158	10/1/2031	$1,243,096.06	$56,791.23	$0.00	$56,791.23	$51,611.66	$5,179.57	$1,191,484.39	$2,982,950.02
159	11/1/2031	$1,191,484.39	$56,791.23	$0.00	$56,791.23	$51,826.71	$4,964.52	$1,139,657.68	$2,987,914.54
160	12/1/2031	$1,139,657.68	$56,791.23	$0.00	$56,791.23	$52,042.66	$4,748.57	$1,087,615.02	$2,992,663.11
161	1/1/2032	$1,087,615.02	$56,791.23	$0.00	$56,791.23	$52,259.50	$4,531.73	$1,035,355.52	$2,997,194.84
162	2/1/2032	$1,035,355.52	$56,791.23	$0.00	$56,791.23	$52,477.25	$4,313.98	$982,878.27	$3,001,508.82
163	3/1/2032	$982,878.27	$56,791.23	$0.00	$56,791.23	$52,695.91	$4,095.33	$930,182.36	$3,005,604.15
164	4/1/2032	$930,182.36	$56,791.23	$0.00	$56,791.23	$52,915.47	$3,875.76	$877,266.89	$3,009,479.91
165	5/1/2032	$877,266.89	$56,791.23	$0.00	$56,791.23	$53,135.95	$3,655.28	$824,130.94	$3,013,135.18
166	6/1/2032	$824,130.94	$56,791.23	$0.00	$56,791.23	$53,357.35	$3,433.88	$770,773.59	$3,016,569.06
167	7/1/2032	$770,773.59	$56,791.23	$0.00	$56,791.23	$53,579.68	$3,211.56	$717,193.91	$3,019,780.62
168	8/1/2032	$717,193.91	$56,791.23	$0.00	$56,791.23	$53,802.92	$2,988.31	$663,390.99	$3,022,768.93
169	9/1/2032	$663,390.99	$56,791.23	$0.00	$56,791.23	$54,027.10	$2,764.13	$609,363.88	$3,025,533.06
170	10/1/2032	$609,363.88	$56,791.23	$0.00	$56,791.23	$54,252.22	$2,539.02	$555,111.67	$3,028,072.07
171	11/1/2032	$555,111.67	$56,791.23	$0.00	$56,791.23	$54,478.27	$2,312.97	$500,633.40	$3,030,385.04
172	12/1/2032	$500,633.40	$56,791.23	$0.00	$56,791.23	$54,705.26	$2,085.97	$445,928.14	$3,032,471.01
173	1/1/2033	$445,928.14	$56,791.23	$0.00	$56,791.23	$54,933.20	$1,858.03	$390,994.94	$3,034,329.04
174	2/1/2033	$390,994.94	$56,791.23	$0.00	$56,791.23	$55,162.09	$1,629.15	$335,832.86	$3,035,958.19
175	3/1/2033	$335,832.86	$56,791.23	$0.00	$56,791.23	$55,391.93	$1,399.30	$280,440.93	$3,037,357.49
176	4/1/2033	$280,440.93	$56,791.23	$0.00	$56,791.23	$55,622.73	$1,168.50	$224,818.20	$3,038,526.00
177	5/1/2033	$224,818.20	$56,791.23	$0.00	$56,791.23	$55,854.49	$936.74	$168,963.71	$3,039,462.74
178	6/1/2033	$168,963.71	$56,791.23	$0.00	$56,791.23	$56,087.22	$704.02	$112,876.50	$3,040,166.76
179	7/1/2033	$112,876.50	$56,791.23	$0.00	$56,791.23	$56,320.91	$470.32	$56,555.58	$3,040,637.07
180	8/1/2033	$56,555.58	$56,791.23	$0.00	$56,555.58	$56,319.94	$235.65	$0.00	$3,040,872.72

LOAN AMORTIZATION SCHEDULE — EXHIBIT B-5 — FF&E AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$4,320,944.00
Annual interest rate	5.00%
Loan period in years	15
Number of payments per year	12
Start date of loan	9/1/2018
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$34,169.75
Scheduled number of payments	180
Actual number of payments	180
Total early payments	$0.00
Total interest	$1,829,610.96

LENDER NAME Jurupa Valley Medical Partners, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	9/1/2018	$4,320,944.00	$34,169.75	$0.00	$34,169.75	$16,165.82	$18,003.93	$4,304,778.18	$18,003.93
2	10/1/2018	$4,304,778.18	$34,169.75	$0.00	$34,169.75	$16,233.17	$17,936.58	$4,288,545.01	$35,940.51
3	11/1/2018	$4,288,545.01	$34,169.75	$0.00	$34,169.75	$16,300.81	$17,868.94	$4,272,244.20	$53,809.45
4	12/1/2018	$4,272,244.20	$34,169.75	$0.00	$34,169.75	$16,368.73	$17,801.02	$4,255,875.47	$71,610.46
5	1/1/2019	$4,255,875.47	$34,169.75	$0.00	$34,169.75	$16,436.94	$17,732.81	$4,239,438.53	$89,343.28
6	2/1/2019	$4,239,438.53	$34,169.75	$0.00	$34,169.75	$16,505.42	$17,664.33	$4,222,933.11	$107,007.61
7	3/1/2019	$4,222,933.11	$34,169.75	$0.00	$34,169.75	$16,574.20	$17,595.55	$4,206,358.91	$124,603.16
8	4/1/2019	$4,206,358.91	$34,169.75	$0.00	$34,169.75	$16,643.25	$17,526.50	$4,189,715.66	$142,129.66
9	5/1/2019	$4,189,715.66	$34,169.75	$0.00	$34,169.75	$16,712.60	$17,457.15	$4,173,003.06	$159,586.80
10	6/1/2019	$4,173,003.06	$34,169.75	$0.00	$34,169.75	$16,782.24	$17,387.51	$4,156,220.82	$176,974.32
11	7/1/2019	$4,156,220.82	$34,169.75	$0.00	$34,169.75	$16,852.16	$17,317.59	$4,139,368.66	$194,291.90
12	8/1/2019	$4,139,368.66	$34,169.75	$0.00	$34,169.75	$16,922.38	$17,247.37	$4,122,446.28	$211,539.27
13	9/1/2019	$4,122,446.28	$34,169.75	$0.00	$34,169.75	$16,992.89	$17,176.86	$4,105,453.39	$228,716.13
14	10/1/2019	$4,105,453.39	$34,169.75	$0.00	$34,169.75	$17,063.69	$17,106.06	$4,088,389.69	$245,822.19
15	11/1/2019	$4,088,389.69	$34,169.75	$0.00	$34,169.75	$17,134.79	$17,034.96	$4,071,254.90	$262,857.15
16	12/1/2019	$4,071,254.90	$34,169.75	$0.00	$34,169.75	$17,206.19	$16,963.56	$4,054,048.71	$279,820.71
17	1/1/2020	$4,054,048.71	$34,169.75	$0.00	$34,169.75	$17,277.88	$16,891.87	$4,036,770.83	$296,712.58
18	2/1/2020	$4,036,770.83	$34,169.75	$0.00	$34,169.75	$17,349.87	$16,819.88	$4,019,420.96	$313,532.46
19	3/1/2020	$4,019,420.96	$34,169.75	$0.00	$34,169.75	$17,422.16	$16,747.59	$4,001,998.80	$330,280.04
20	4/1/2020	$4,001,998.80	$34,169.75	$0.00	$34,169.75	$17,494.75	$16,674.99	$3,984,504.04	$346,955.04
21	5/1/2020	$3,984,504.04	$34,169.75	$0.00	$34,169.75	$17,567.65	$16,602.10	$3,966,936.39	$363,557.14
22	6/1/2020	$3,966,936.39	$34,169.75	$0.00	$34,169.75	$17,640.85	$16,528.90	$3,949,295.55	$380,086.04
23	7/1/2020	$3,949,295.55	$34,169.75	$0.00	$34,169.75	$17,714.35	$16,455.40	$3,931,581.19	$396,541.44
24	8/1/2020	$3,931,581.19	$34,169.75	$0.00	$34,169.75	$17,788.16	$16,381.59	$3,913,793.03	$412,923.03
25	9/1/2020	$3,913,793.03	$34,169.75	$0.00	$34,169.75	$17,862.28	$16,307.47	$3,895,930.75	$429,230.50
26	10/1/2020	$3,895,930.75	$34,169.75	$0.00	$34,169.75	$17,936.70	$16,233.04	$3,877,994.05	$445,463.54
27	11/1/2020	$3,877,994.05	$34,169.75	$0.00	$34,169.75	$18,011.44	$16,158.31	$3,859,982.61	$461,621.85
28	12/1/2020	$3,859,982.61	$34,169.75	$0.00	$34,169.75	$18,086.49	$16,083.26	$3,841,896.12	$477,705.11
29	1/1/2021	$3,841,896.12	$34,169.75	$0.00	$34,169.75	$18,161.85	$16,007.90	$3,823,734.27	$493,713.01
30	2/1/2021	$3,823,734.27	$34,169.75	$0.00	$34,169.75	$18,237.52	$15,932.23	$3,805,496.75	$509,645.24
31	3/1/2021	$3,805,496.75	$34,169.75	$0.00	$34,169.75	$18,313.51	$15,856.24	$3,787,183.23	$525,501.47
32	4/1/2021	$3,787,183.23	$34,169.75	$0.00	$34,169.75	$18,389.82	$15,779.93	$3,768,793.41	$541,281.40
33	5/1/2021	$3,768,793.41	$34,169.75	$0.00	$34,169.75	$18,466.44	$15,703.31	$3,750,326.97	$556,984.71
34	6/1/2021	$3,750,326.97	$34,169.75	$0.00	$34,169.75	$18,543.39	$15,626.36	$3,731,783.58	$572,611.07
35	7/1/2021	$3,731,783.58	$34,169.75	$0.00	$34,169.75	$18,620.65	$15,549.10	$3,713,162.93	$588,160.17
36	8/1/2021	$3,713,162.93	$34,169.75	$0.00	$34,169.75	$18,698.24	$15,471.51	$3,694,464.69	$603,631.68

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
37	9/1/2021	$3,694,464.69	$34,169.75	$0.00	$34,169.75	$18,776.15	$15,393.60	$3,675,688.54	$619,025.29
38	10/1/2021	$3,675,688.54	$34,169.75	$0.00	$34,169.75	$18,854.38	$15,315.37	$3,656,834.16	$634,340.66
39	11/1/2021	$3,656,834.16	$34,169.75	$0.00	$34,169.75	$18,932.94	$15,236.81	$3,637,901.22	$649,577.46
40	12/1/2021	$3,637,901.22	$34,169.75	$0.00	$34,169.75	$19,011.83	$15,157.92	$3,618,889.40	$664,735.39
41	1/1/2022	$3,618,889.40	$34,169.75	$0.00	$34,169.75	$19,091.04	$15,078.71	$3,599,798.35	$679,814.09
42	2/1/2022	$3,599,798.35	$34,169.75	$0.00	$34,169.75	$19,170.59	$14,999.16	$3,580,627.76	$694,813.25
43	3/1/2022	$3,580,627.76	$34,169.75	$0.00	$34,169.75	$19,250.47	$14,919.28	$3,561,377.29	$709,732.53
44	4/1/2022	$3,561,377.29	$34,169.75	$0.00	$34,169.75	$19,330.68	$14,839.07	$3,542,046.62	$724,571.61
45	5/1/2022	$3,542,046.62	$34,169.75	$0.00	$34,169.75	$19,411.22	$14,758.53	$3,522,635.39	$739,330.13
46	6/1/2022	$3,522,635.39	$34,169.75	$0.00	$34,169.75	$19,492.10	$14,677.65	$3,503,143.29	$754,007.78
47	7/1/2022	$3,503,143.29	$34,169.75	$0.00	$34,169.75	$19,573.32	$14,596.43	$3,483,569.97	$768,604.21
48	8/1/2022	$3,483,569.97	$34,169.75	$0.00	$34,169.75	$19,654.87	$14,514.87	$3,463,915.10	$783,119.09
49	9/1/2022	$3,463,915.10	$34,169.75	$0.00	$34,169.75	$19,736.77	$14,432.98	$3,444,178.33	$797,552.07
50	10/1/2022	$3,444,178.33	$34,169.75	$0.00	$34,169.75	$19,819.01	$14,350.74	$3,424,359.32	$811,902.81
51	11/1/2022	$3,424,359.32	$34,169.75	$0.00	$34,169.75	$19,901.59	$14,268.16	$3,404,457.73	$826,170.97
52	12/1/2022	$3,404,457.73	$34,169.75	$0.00	$34,169.75	$19,984.51	$14,185.24	$3,384,473.23	$840,356.21
53	1/1/2023	$3,384,473.23	$34,169.75	$0.00	$34,169.75	$20,067.78	$14,101.97	$3,364,405.45	$854,458.19
54	2/1/2023	$3,364,405.45	$34,169.75	$0.00	$34,169.75	$20,151.39	$14,018.36	$3,344,254.05	$868,476.54
55	3/1/2023	$3,344,254.05	$34,169.75	$0.00	$34,169.75	$20,235.36	$13,934.39	$3,324,018.70	$882,410.93
56	4/1/2023	$3,324,018.70	$34,169.75	$0.00	$34,169.75	$20,319.67	$13,850.08	$3,303,699.02	$896,261.01
57	5/1/2023	$3,303,699.02	$34,169.75	$0.00	$34,169.75	$20,404.34	$13,765.41	$3,283,294.69	$910,026.42
58	6/1/2023	$3,283,294.69	$34,169.75	$0.00	$34,169.75	$20,489.36	$13,680.39	$3,262,805.33	$923,706.82
59	7/1/2023	$3,262,805.33	$34,169.75	$0.00	$34,169.75	$20,574.73	$13,595.02	$3,242,230.60	$937,301.84
60	8/1/2023	$3,242,230.60	$34,169.75	$0.00	$34,169.75	$20,660.46	$13,509.29	$3,221,570.15	$950,811.13
61	9/1/2023	$3,221,570.15	$34,169.75	$0.00	$34,169.75	$20,746.54	$13,423.21	$3,200,823.61	$964,234.34
62	10/1/2023	$3,200,823.61	$34,169.75	$0.00	$34,169.75	$20,832.98	$13,336.77	$3,179,990.62	$977,571.11
63	11/1/2023	$3,179,990.62	$34,169.75	$0.00	$34,169.75	$20,919.79	$13,249.96	$3,159,070.83	$990,821.07
64	12/1/2023	$3,159,070.83	$34,169.75	$0.00	$34,169.75	$21,006.95	$13,162.80	$3,138,063.88	$1,003,983.86
65	1/1/2024	$3,138,063.88	$34,169.75	$0.00	$34,169.75	$21,094.48	$13,075.27	$3,116,969.40	$1,017,059.13
66	2/1/2024	$3,116,969.40	$34,169.75	$0.00	$34,169.75	$21,182.38	$12,987.37	$3,095,787.02	$1,030,046.50
67	3/1/2024	$3,095,787.02	$34,169.75	$0.00	$34,169.75	$21,270.64	$12,899.11	$3,074,516.38	$1,042,945.62
68	4/1/2024	$3,074,516.38	$34,169.75	$0.00	$34,169.75	$21,359.26	$12,810.48	$3,053,157.12	$1,055,756.10
69	5/1/2024	$3,053,157.12	$34,169.75	$0.00	$34,169.75	$21,448.26	$12,721.49	$3,031,708.85	$1,068,477.59
70	6/1/2024	$3,031,708.85	$34,169.75	$0.00	$34,169.75	$21,537.63	$12,632.12	$3,010,171.23	$1,081,109.71
71	7/1/2024	$3,010,171.23	$34,169.75	$0.00	$34,169.75	$21,627.37	$12,542.38	$2,988,543.86	$1,093,652.09
72	8/1/2024	$2,988,543.86	$34,169.75	$0.00	$34,169.75	$21,717.48	$12,452.27	$2,966,826.37	$1,106,104.36
73	9/1/2024	$2,966,826.37	$34,169.75	$0.00	$34,169.75	$21,807.97	$12,361.78	$2,945,018.40	$1,118,466.13
74	10/1/2024	$2,945,018.40	$34,169.75	$0.00	$34,169.75	$21,898.84	$12,270.91	$2,923,119.56	$1,130,737.04
75	11/1/2024	$2,923,119.56	$34,169.75	$0.00	$34,169.75	$21,990.08	$12,179.66	$2,901,129.47	$1,142,916.71
76	12/1/2024	$2,901,129.47	$34,169.75	$0.00	$34,169.75	$22,081.71	$12,088.04	$2,879,047.76	$1,155,004.75
77	1/1/2025	$2,879,047.76	$34,169.75	$0.00	$34,169.75	$22,173.72	$11,996.03	$2,856,874.05	$1,167,000.78
78	2/1/2025	$2,856,874.05	$34,169.75	$0.00	$34,169.75	$22,266.11	$11,903.64	$2,834,607.94	$1,178,904.42
79	3/1/2025	$2,834,607.94	$34,169.75	$0.00	$34,169.75	$22,358.88	$11,810.87	$2,812,249.05	$1,190,715.29
80	4/1/2025	$2,812,249.05	$34,169.75	$0.00	$34,169.75	$22,452.05	$11,717.70	$2,789,797.01	$1,202,432.99
81	5/1/2025	$2,789,797.01	$34,169.75	$0.00	$34,169.75	$22,545.60	$11,624.15	$2,767,251.41	$1,214,057.15
82	6/1/2025	$2,767,251.41	$34,169.75	$0.00	$34,169.75	$22,639.54	$11,530.21	$2,744,611.88	$1,225,587.36
83	7/1/2025	$2,744,611.88	$34,169.75	$0.00	$34,169.75	$22,733.87	$11,435.88	$2,721,878.01	$1,237,023.24
84	8/1/2025	$2,721,878.01	$34,169.75	$0.00	$34,169.75	$22,828.59	$11,341.16	$2,699,049.42	$1,248,364.40

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
85	9/1/2025	$2,699,049.42	$34,169.75	$0.00	$34,169.75	$22,923.71	$11,246.04	$2,676,125.71	$1,259,610.44
86	10/1/2025	$2,676,125.71	$34,169.75	$0.00	$34,169.75	$23,019.23	$11,150.52	$2,653,106.48	$1,270,760.96
87	11/1/2025	$2,653,106.48	$34,169.75	$0.00	$34,169.75	$23,115.14	$11,054.61	$2,629,991.34	$1,281,815.57
88	12/1/2025	$2,629,991.34	$34,169.75	$0.00	$34,169.75	$23,211.45	$10,958.30	$2,606,779.89	$1,292,773.87
89	1/1/2026	$2,606,779.89	$34,169.75	$0.00	$34,169.75	$23,308.17	$10,861.58	$2,583,471.72	$1,303,635.45
90	2/1/2026	$2,583,471.72	$34,169.75	$0.00	$34,169.75	$23,405.28	$10,764.47	$2,560,066.44	$1,314,399.92
91	3/1/2026	$2,560,066.44	$34,169.75	$0.00	$34,169.75	$23,502.81	$10,666.94	$2,536,563.63	$1,325,066.86
92	4/1/2026	$2,536,563.63	$34,169.75	$0.00	$34,169.75	$23,600.73	$10,569.02	$2,512,962.90	$1,335,635.88
93	5/1/2026	$2,512,962.90	$34,169.75	$0.00	$34,169.75	$23,699.07	$10,470.68	$2,489,263.83	$1,346,106.56
94	6/1/2026	$2,489,263.83	$34,169.75	$0.00	$34,169.75	$23,797.82	$10,371.93	$2,465,466.01	$1,356,478.49
95	7/1/2026	$2,465,466.01	$34,169.75	$0.00	$34,169.75	$23,896.97	$10,272.78	$2,441,569.04	$1,366,751.26
96	8/1/2026	$2,441,569.04	$34,169.75	$0.00	$34,169.75	$23,996.55	$10,173.20	$2,417,572.49	$1,376,924.47
97	9/1/2026	$2,417,572.49	$34,169.75	$0.00	$34,169.75	$24,096.53	$10,073.22	$2,393,475.96	$1,386,997.69
98	10/1/2026	$2,393,475.96	$34,169.75	$0.00	$34,169.75	$24,196.93	$9,972.82	$2,369,279.03	$1,396,970.50
99	11/1/2026	$2,369,279.03	$34,169.75	$0.00	$34,169.75	$24,297.75	$9,872.00	$2,344,981.27	$1,406,842.50
100	12/1/2026	$2,344,981.27	$34,169.75	$0.00	$34,169.75	$24,398.99	$9,770.76	$2,320,582.28	$1,416,613.26
101	1/1/2027	$2,320,582.28	$34,169.75	$0.00	$34,169.75	$24,500.66	$9,669.09	$2,296,081.62	$1,426,282.35
102	2/1/2027	$2,296,081.62	$34,169.75	$0.00	$34,169.75	$24,602.74	$9,567.01	$2,271,478.88	$1,435,849.36
103	3/1/2027	$2,271,478.88	$34,169.75	$0.00	$34,169.75	$24,705.25	$9,464.50	$2,246,773.62	$1,445,313.85
104	4/1/2027	$2,246,773.62	$34,169.75	$0.00	$34,169.75	$24,808.19	$9,361.56	$2,221,965.43	$1,454,675.41
105	5/1/2027	$2,221,965.43	$34,169.75	$0.00	$34,169.75	$24,911.56	$9,258.19	$2,197,053.87	$1,463,933.60
106	6/1/2027	$2,197,053.87	$34,169.75	$0.00	$34,169.75	$25,015.36	$9,154.39	$2,172,038.51	$1,473,087.99
107	7/1/2027	$2,172,038.51	$34,169.75	$0.00	$34,169.75	$25,119.59	$9,050.16	$2,146,918.92	$1,482,138.15
108	8/1/2027	$2,146,918.92	$34,169.75	$0.00	$34,169.75	$25,224.25	$8,945.50	$2,121,694.67	$1,491,083.64
109	9/1/2027	$2,121,694.67	$34,169.75	$0.00	$34,169.75	$25,329.36	$8,840.39	$2,096,365.31	$1,499,924.04
110	10/1/2027	$2,096,365.31	$34,169.75	$0.00	$34,169.75	$25,434.89	$8,734.86	$2,070,930.42	$1,508,658.89
111	11/1/2027	$2,070,930.42	$34,169.75	$0.00	$34,169.75	$25,540.87	$8,628.88	$2,045,389.55	$1,517,287.77
112	12/1/2027	$2,045,389.55	$34,169.75	$0.00	$34,169.75	$25,647.29	$8,522.46	$2,019,742.25	$1,525,810.23
113	1/1/2028	$2,019,742.25	$34,169.75	$0.00	$34,169.75	$25,754.16	$8,415.59	$1,993,988.10	$1,534,225.82
114	2/1/2028	$1,993,988.10	$34,169.75	$0.00	$34,169.75	$25,861.47	$8,308.28	$1,968,126.63	$1,542,534.10
115	3/1/2028	$1,968,126.63	$34,169.75	$0.00	$34,169.75	$25,969.22	$8,200.53	$1,942,157.41	$1,550,734.63
116	4/1/2028	$1,942,157.41	$34,169.75	$0.00	$34,169.75	$26,077.43	$8,092.32	$1,916,079.98	$1,558,826.95
117	5/1/2028	$1,916,079.98	$34,169.75	$0.00	$34,169.75	$26,186.08	$7,983.67	$1,889,893.90	$1,566,810.62
118	6/1/2028	$1,889,893.90	$34,169.75	$0.00	$34,169.75	$26,295.19	$7,874.56	$1,863,598.71	$1,574,685.18
119	7/1/2028	$1,863,598.71	$34,169.75	$0.00	$34,169.75	$26,404.76	$7,764.99	$1,837,193.95	$1,582,450.17
120	8/1/2028	$1,837,193.95	$34,169.75	$0.00	$34,169.75	$26,514.77	$7,654.97	$1,810,679.18	$1,590,105.15
121	9/1/2028	$1,810,679.18	$34,169.75	$0.00	$34,169.75	$26,625.25	$7,544.50	$1,784,053.92	$1,597,649.64
122	10/1/2028	$1,784,053.92	$34,169.75	$0.00	$34,169.75	$26,736.19	$7,433.56	$1,757,317.73	$1,605,083.20
123	11/1/2028	$1,757,317.73	$34,169.75	$0.00	$34,169.75	$26,847.59	$7,322.16	$1,730,470.14	$1,612,405.36
124	12/1/2028	$1,730,470.14	$34,169.75	$0.00	$34,169.75	$26,959.46	$7,210.29	$1,703,510.68	$1,619,615.65
125	1/1/2029	$1,703,510.68	$34,169.75	$0.00	$34,169.75	$27,071.79	$7,097.96	$1,676,438.89	$1,626,713.61
126	2/1/2029	$1,676,438.89	$34,169.75	$0.00	$34,169.75	$27,184.59	$6,985.16	$1,649,254.30	$1,633,698.77
127	3/1/2029	$1,649,254.30	$34,169.75	$0.00	$34,169.75	$27,297.86	$6,871.89	$1,621,956.45	$1,640,570.67
128	4/1/2029	$1,621,956.45	$34,169.75	$0.00	$34,169.75	$27,411.60	$6,758.15	$1,594,544.85	$1,647,328.82
129	5/1/2029	$1,594,544.85	$34,169.75	$0.00	$34,169.75	$27,525.81	$6,643.94	$1,567,019.04	$1,653,972.76
130	6/1/2029	$1,567,019.04	$34,169.75	$0.00	$34,169.75	$27,640.50	$6,529.25	$1,539,378.53	$1,660,502.00
131	7/1/2029	$1,539,378.53	$34,169.75	$0.00	$34,169.75	$27,755.67	$6,414.08	$1,511,622.86	$1,666,916.08
132	8/1/2029	$1,511,622.86	$34,169.75	$0.00	$34,169.75	$27,871.32	$6,298.43	$1,483,751.54	$1,673,214.51

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
133	9/1/2029	$1,483,751.54	$34,169.75	$0.00	$34,169.75	$27,987.45	$6,182.30	$1,455,764.09	$1,679,396.81
134	10/1/2029	$1,455,764.09	$34,169.75	$0.00	$34,169.75	$28,104.07	$6,065.68	$1,427,660.02	$1,685,462.49
135	11/1/2029	$1,427,660.02	$34,169.75	$0.00	$34,169.75	$28,221.17	$5,948.58	$1,399,438.85	$1,691,411.07
136	12/1/2029	$1,399,438.85	$34,169.75	$0.00	$34,169.75	$28,338.75	$5,831.00	$1,371,100.10	$1,697,242.07
137	1/1/2030	$1,371,100.10	$34,169.75	$0.00	$34,169.75	$28,456.83	$5,712.92	$1,342,643.27	$1,702,954.99
138	2/1/2030	$1,342,643.27	$34,169.75	$0.00	$34,169.75	$28,575.40	$5,594.35	$1,314,067.86	$1,708,549.33
139	3/1/2030	$1,314,067.86	$34,169.75	$0.00	$34,169.75	$28,694.47	$5,475.28	$1,285,373.40	$1,714,024.62
140	4/1/2030	$1,285,373.40	$34,169.75	$0.00	$34,169.75	$28,814.03	$5,355.72	$1,256,559.37	$1,719,380.34
141	5/1/2030	$1,256,559.37	$34,169.75	$0.00	$34,169.75	$28,934.09	$5,235.66	$1,227,625.28	$1,724,616.00
142	6/1/2030	$1,227,625.28	$34,169.75	$0.00	$34,169.75	$29,054.64	$5,115.11	$1,198,570.64	$1,729,731.11
143	7/1/2030	$1,198,570.64	$34,169.75	$0.00	$34,169.75	$29,175.71	$4,994.04	$1,169,394.93	$1,734,725.15
144	8/1/2030	$1,169,394.93	$34,169.75	$0.00	$34,169.75	$29,297.27	$4,872.48	$1,140,097.66	$1,739,597.63
145	9/1/2030	$1,140,097.66	$34,169.75	$0.00	$34,169.75	$29,419.34	$4,750.41	$1,110,678.32	$1,744,348.04
146	10/1/2030	$1,110,678.32	$34,169.75	$0.00	$34,169.75	$29,541.92	$4,627.83	$1,081,136.40	$1,748,975.86
147	11/1/2030	$1,081,136.40	$34,169.75	$0.00	$34,169.75	$29,665.01	$4,504.73	$1,051,471.38	$1,753,480.60
148	12/1/2030	$1,051,471.38	$34,169.75	$0.00	$34,169.75	$29,788.62	$4,381.13	$1,021,682.76	$1,757,861.73
149	1/1/2031	$1,021,682.76	$34,169.75	$0.00	$34,169.75	$29,912.74	$4,257.01	$991,770.03	$1,762,118.74
150	2/1/2031	$991,770.03	$34,169.75	$0.00	$34,169.75	$30,037.37	$4,132.38	$961,732.65	$1,766,251.12
151	3/1/2031	$961,732.65	$34,169.75	$0.00	$34,169.75	$30,162.53	$4,007.22	$931,570.12	$1,770,258.34
152	4/1/2031	$931,570.12	$34,169.75	$0.00	$34,169.75	$30,288.21	$3,881.54	$901,281.91	$1,774,139.88
153	5/1/2031	$901,281.91	$34,169.75	$0.00	$34,169.75	$30,414.41	$3,755.34	$870,867.50	$1,777,895.22
154	6/1/2031	$870,867.50	$34,169.75	$0.00	$34,169.75	$30,541.14	$3,628.61	$840,326.37	$1,781,523.83
155	7/1/2031	$840,326.37	$34,169.75	$0.00	$34,169.75	$30,668.39	$3,501.36	$809,657.98	$1,785,025.19
156	8/1/2031	$809,657.98	$34,169.75	$0.00	$34,169.75	$30,796.17	$3,373.57	$778,861.80	$1,788,398.77
157	9/1/2031	$778,861.80	$34,169.75	$0.00	$34,169.75	$30,924.49	$3,245.26	$747,937.31	$1,791,644.03
158	10/1/2031	$747,937.31	$34,169.75	$0.00	$34,169.75	$31,053.34	$3,116.41	$716,883.97	$1,794,760.43
159	11/1/2031	$716,883.97	$34,169.75	$0.00	$34,169.75	$31,182.73	$2,987.02	$685,701.23	$1,797,747.45
160	12/1/2031	$685,701.23	$34,169.75	$0.00	$34,169.75	$31,312.66	$2,857.09	$654,388.57	$1,800,604.54
161	1/1/2032	$654,388.57	$34,169.75	$0.00	$34,169.75	$31,443.13	$2,726.62	$622,945.44	$1,803,331.16
162	2/1/2032	$622,945.44	$34,169.75	$0.00	$34,169.75	$31,574.14	$2,595.61	$591,371.30	$1,805,926.76
163	3/1/2032	$591,371.30	$34,169.75	$0.00	$34,169.75	$31,705.70	$2,464.05	$559,665.60	$1,808,390.81
164	4/1/2032	$559,665.60	$34,169.75	$0.00	$34,169.75	$31,837.81	$2,331.94	$527,827.79	$1,810,722.75
165	5/1/2032	$527,827.79	$34,169.75	$0.00	$34,169.75	$31,970.47	$2,199.28	$495,857.32	$1,812,922.03
166	6/1/2032	$495,857.32	$34,169.75	$0.00	$34,169.75	$32,103.68	$2,066.07	$463,753.64	$1,814,988.10
167	7/1/2032	$463,753.64	$34,169.75	$0.00	$34,169.75	$32,237.44	$1,932.31	$431,516.20	$1,816,920.41
168	8/1/2032	$431,516.20	$34,169.75	$0.00	$34,169.75	$32,371.77	$1,797.98	$399,144.43	$1,818,718.39
169	9/1/2032	$399,144.43	$34,169.75	$0.00	$34,169.75	$32,506.65	$1,663.10	$366,637.78	$1,820,381.50
170	10/1/2032	$366,637.78	$34,169.75	$0.00	$34,169.75	$32,642.09	$1,527.66	$333,995.69	$1,821,909.15
171	11/1/2032	$333,995.69	$34,169.75	$0.00	$34,169.75	$32,778.10	$1,391.65	$301,217.59	$1,823,300.80
172	12/1/2032	$301,217.59	$34,169.75	$0.00	$34,169.75	$32,914.68	$1,255.07	$268,302.92	$1,824,555.87
173	1/1/2033	$268,302.92	$34,169.75	$0.00	$34,169.75	$33,051.82	$1,117.93	$235,251.09	$1,825,673.80
174	2/1/2033	$235,251.09	$34,169.75	$0.00	$34,169.75	$33,189.54	$980.21	$202,061.56	$1,826,654.02
175	3/1/2033	$202,061.56	$34,169.75	$0.00	$34,169.75	$33,327.83	$841.92	$168,733.73	$1,827,495.94
176	4/1/2033	$168,733.73	$34,169.75	$0.00	$34,169.75	$33,466.69	$703.06	$135,267.04	$1,828,199.00
177	5/1/2033	$135,267.04	$34,169.75	$0.00	$34,169.75	$33,606.14	$563.61	$101,660.90	$1,828,762.61
178	6/1/2033	$101,660.90	$34,169.75	$0.00	$34,169.75	$33,746.16	$423.59	$67,914.74	$1,829,186.20
179	7/1/2033	$67,914.74	$34,169.75	$0.00	$34,169.75	$33,886.77	$282.98	$34,027.97	$1,829,469.17
180	8/1/2033	$34,027.97	$34,169.75	$0.00	$34,027.97	$33,886.18	$141.78	$0.00	$1,829,610.96

EXHIBIT B-7
FURNITURE FIXTURES & EQUIPMENT

GE Equipment	$ 625,000.00
Security System	$ 304,985.00
Herman Miller Furniture	$1,400,000.00
Energy Management System	$ 178,386.00
Data Cabling/IT/AV Systems	$ 282,760.00
Kiosks	$ 80,000.00
Dental Equipment	$ 330,000.00
WIC Furniture	$ 138,000.00
WIC Equipment	$ 15,000.00
Sound Masking System	$ 50,000.00
Lab	$ 75,000.00
Pharmacy	$ 75,000.00
TV's/Computers	$ 224,000.00
PCG CM for FF&E	$ 75,000.00
Equipment Consultant	$ 75,000.00
FF&E Contingency	$ 392,813.00
FF&E Total	$4,320,944.00

ASBESTOS

A. Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing construction materials (ACCM's) as defined in Title 15, Sections 1601 and 2607 of the United States Code. An asbestos hazard will be recognized if an average concentration exceeds 0.01 fibers longer than five microns per cubic centimeter of air measured over an eight hour period as determined by the Transmission Electron Microscopy (TEM) method. TEM testing will be mandatory if samples tested by the Phrase Contract Microscopy (PCM) method indicate .1 or more fibers per cc of air.

1. Space leased to the County and plenums in the same HVAC zone.

2. Common public areas which County employees or its invitees would normally/reasonably use.

3. Building maintenance areas, utility spaces, and elevator shafts within or serving areas described in items 1 and 2 above.

B. In the event construction of the building wherein leased premises are located was completed prior to 1979, the Lessor shall provide the County with certification that the areas referred to above are free of asbestos hazard from ACCM's prior to the execution of this lease. If said premises were constructed after 1979, Lessor shall provide County with a written statement to that effect.

C. Certification shall be in the form of an ACCM's Survey and Evaluation Report prepared by a qualified Industrial Hygienist who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) – Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of suspected ACCM's. Bulk samples of suspected ACCM's shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the polarized light microscopy (PLM) method. If friable asbestos is found or the physical condition of suspected ACCM's indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method must be performed. If asbestos fiber concentrations of .1 fibers per cc of air or greater are found, further testing by the Transmission Electron Microscopy (TEM) method is mandatory. Said survey and evaluation report shall identify all ACCM's found and recommend abatement procedures. If necessary, the report shall also specify guidelines for the implementation of an operation and maintenance plan inclusive of any required monitoring and testing intervals. The report is subject to review and approval by the County and the Lessor shall agree to all conditions contained therein.

EXHIBIT C

D. If at any time during the term of this lease, or during any extension or renewal hereof, previously unidentified ACCM's hazard is discovered, or airborne asbestos fibers above the maximum allowable limits are found to be entering the County-leased space from any other area within the building or buildings in which the County-leased space is located, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all hazardous ACCM's that are determined to be affecting the County-leased space.

E. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health. The County reserves the right to establish consultant oversight of any asbestos related work program at its expense.

F. Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACCM's which include, but is not limited to the actual costs to the Lessor for ACCM's abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACCM's from the Lessor's building including clean up of contaminated County-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the County together with certification by an Industrial Hygienist Consultant registered with Cal/OSHA that the area is free of hazard from ACCM's.

G. If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACCM's, the Lessor shall provide comparable accommodating space (at no cost to the County) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the County, if the County paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.

H. In the event, after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described asbestos hazard from ACCM's, the County may effect such abatement; and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACCM's from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the County for its use.

I. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the County may, by notice in writing, terminate this lease. Lessor shall be liable to the County for all expenses, losses, and damages reasonably incurred by the County as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

J. The Lessor shall indemnify, defend, and hold the County of Riverside, its officers, and employees harmless from and against any and all losses, damages, judgements, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the County-leased space or the building in which the leased premises are located.

EXHIBIT "D"
CONFIRMATION OF LEASE INFORMATION

1. LEASE REFERENCE DATE: January 10, 2019

2. PREMISES: 8876 Mission Boulevard, Jurupa Valley, CA

3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of January 10, 2019, for a term of twenty years ending on January 9, 2039, unless extended as provided in the Lease.

4. RENT: In accordance with the Lease, Rent began to accrue on January 10, 2019, in the initial amount of $94,000.00 per month. Monthly amortization of the leasehold improvements, based on $6,272,624.00 is $49,603.51 monthly. Monthly amortization of the furniture, fixtures and equipment, based on $3,349,371.00 is $27,198.33. Total monthly payment is $170,801.84. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

LESSOR:

Dated: 3-5-19

COUNTY:

Dated: 3-5-19

COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division

CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.

2. Provide all required services and supplies.

3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.

4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.

5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.

6. **SPECIFIC SERVICES** – Frequency and coverage:

   A. **Daily:**

      1. Rest Rooms:

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

      2. Lobby Area – Main Corridors – Stairways:

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

      3. Employee Break Rooms/Kitchen:

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

      4. General and Private Areas:

         Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

EXHIBIT E
Revised 9/2005

conference tables, credenza/file cabinets and bookcases.

5. Building Security:

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

B. **Weekly – All Areas:**

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

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

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

C. **Monthly – All Areas:**

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

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

D. **Quarterly – All Areas:**

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

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

E. **Semi-Annually – All Areas:**

1. All Areas:
   a. Clean and polish all baseboards.
   b. Damp clean lobby and reception chairs.
   c. Clean carpeted surfaces-use a water extraction method.

F. **Annually – All Areas:**

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

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
Real Estate Division

GENERAL CONSTRUCTION SPECIFICATIONS FOR LEASED FACILITIES

A. INTENT

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.

2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.

3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.

4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Economic Development Agency with full justification. All specifications will be enforced unless specifically waived by the Economic Development Agency in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.

2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.

3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. DRAWINGS

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared in accordance with city allowed markings and locations. Floor plans, elevation, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.

2. The Economic Development Agency shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval during the City's plan check review.

3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Economic Development Agency. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Economic Development Agency.

4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Economic Development Agency.

D. **CONSTRUCTION**

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.

2. Inspections by the Economic Development Agency will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Economic Development Agency.

2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. **SITE**

1. The Lessor shall be responsible for determining site conditions, including sub-surface soil conditions, adequate public utilities and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. **GRADING**

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the Lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage of surface runoff water away from the buildings.

C. **DRAINAGE**

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

D. **RETAINING WALLS**

1. The determination of the location and extent of retaining walls required is the responsibility of the Lessor.

E. **LANDSCAPING**

1. Suitable regionally appropriate, water conserving, low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

F. **CLEANUP**

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the Lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

(ARCHITECTURAL REQUIREMENTS)

A. **FLOORS**

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.

2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.

3. Carpet – One hundred percent (100%) continuous filament nylon or olefin with status control; minimum yarn weight – 28 oz., or alternate carpet selected per tenant's interior design consultant. Require statement of pile weight from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when property maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns much be approved by the Economic Development Agency.

4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color shall meet County color standards.

5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Economic Development Agency.

B. **WALLS**

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Economic Development Agency. Systems furniture may be used.

2. Toilet room walls adjacent to occupied spaces shall be sound attenuation wall construction and filled with sound-absorbing materials.

3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. **ROOF AND INSULATION**

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.

2. All roof designs shall include a minimum one-quarter inch (1/4") to one foot (1') slopes for positive drainage, as recommended by the upgraded single ply roofing system.

3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. **TIMBER AND WOOD**

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

E. **CEILING CONSTRUCTION**

1. All ceilings shall e placed at nine feet (9'0") above finish floor level, or higher, except in locations shown on preliminary ceiling plan designed for acoustical considerations and architectural accents.

2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas. except where hard ceilings are recommended by use.

3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall be per shell drawings.

2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.

3. Low energy and reflective glazing shall be used in high heat gain areas.

G. **DOORS**

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six inches (36") wide. Appropriate metal doors are acceptable.

2. Exterior doors shall have automatic closers.

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).

2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.

3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces, except where tenant has asked for solid surface upgrades.

4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.

5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Economic Development Agency.

I. HARDWARE

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room doors, and coffee room doors. Door closers are not provided on single use toilet room doors, where closers would interfere with patient or staff use. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs, except at main entry door, which shall be automatic opening. Toilet and coffee room doors will have push plates and door pulls when multi-use. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kick plates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Economic Development Agency.

2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.

3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.

4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.

5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.

6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.

    a. All keyed locks shall be equipped with six (6) pin keyways.

    b. Three (3) keys shall be furnished for each lock.

    c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:

        (1) Mechanical equipment rooms.

        (2) Janitor's closets.

        (3) Employee entrances (interior & exterior).

        (4) Bulletin boards.

(5) Electrical panel boxes.

d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.

e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. TOILET ENCLOSURES AND ACCESSORIES

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.

2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction.

3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.

4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.

5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.

6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.

7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.

8. Trash bins shall be provided in rest rooms.

9. Both men's and women's toilets shall be ADA compliant layouts and designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet ADA requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped, or alternate ADA compliant layouts..

K. PAINTING

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.

2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.

3. Paint colors must be approved by the Economic Development Agency.

4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel. The use of egg shell paint shall be allowed when specifically requested by the tenant for clinical reasons.

5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Economic Development Agency.

6. Parking strips four inches (4") wide of highway traffic paint are to be provided.

7. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Economic Development Agency. At tenants request, vertical blinds have been upgraded to mesh blinds.

M. **SIGNS**

1. Identification sign to be installed on exterior of building. Signs shall be by the tenant's design consultant, and paid for by Lessor.

2. Interior signs shall be by tenant, at tenant's request.

3. Lettering on entrance doors will be specifically identified by the Economic Development Agency.

N. **ASBESTOS & LEAD BASED PAINT**

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Economic Development Agency.

O. **PLUMBING FIXTURES AND FITTINGS**

1. All rest room lavatories shall have automatic faucets per tenants request.

2. All toilets and urinals shall be equipped with flush valves in multi-use toilet rooms. Per tenant's request for noise control, single use toilets shall be tank type.

3. Water fountain shall be per tenant specified unit, noted below in item R.1 Water Stations.

4. "Water-Saver" toilets will not be acceptable. Toilets shall meet current applicable water conservation standards and codes.

5. Provide hot water in rest rooms and break rooms.

6. Health Clinics-provide hot water in examination rooms, labs, restrooms and break rooms.

7. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. **FIRE PROTECTION**

1. Provide all necessary fire extinguishers as required by local fire regulations.

2. Provide sprinkler inspection and test prior to occupancy.

3. Provide all other necessary protective devices and equipment as required by local fire regulations.

4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. **ELEVATORS**

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

R. **WATER STATIONS**

1. Provide electric water coolers with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH20 Bottle Filling Station with Bi-Level Filtered LZ Cooler Models LZSTL8WS & LZSTLDDWS.

SPACE CONDITIONING)
(Heating, Ventilation and Air Conditioning)

A. **GENERAL REQUIREMENTS**

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment.

Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. **VENTILATION**

1. Ventilation for air-conditioning system – provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements. HVAC design shall meet applicable 'B' occupancy codes for medical use, which may exceed stated parameters.

C. **EXHAUST SYSTEMS**

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.

2. Air shall not be directly exhausted, except in the following instances:
   a. Air used to make up exhaust for toilet rooms
   b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines
   c. When specified for coffee rooms
   d. Air will be exhausted in additional rooms when required by code or medical facility's best practices, such as Lab, etc.

D. **SPACE TEMPERATURE CONTROLS**

1. General: All control systems are from a County approved central control system.

2. Central control system for the various areas, or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever adjustments for heating and cooling with lock covers.

3. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Economic Development Agency requirements.

4. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.

5. Simultaneous heating and cooling will not be acceptable.

6. Lessor shall comply with existing codes.

7. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.

8. All gas furnaces shall be approved by the American Gas Association.

9. All electric components shall be UL-approved and comply with the California Electric Code.

10. Electric strip heating is not acceptable.

E. **AIR FILTERS**

1. All recirculated and outside air shall pass through filters before entering air-handling units.

2. Filters shall be replaceable types and changed a minimum of four (4) times a year.

3. A location map showing filter locations shall be provided to County.

F. **PIPING**

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the system served.

2. All hot and chilled water piping shall be insulated.

G. **AIR DISTRIBUTION**

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.

2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.

3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. **BALANCING AND ADJUSTING**

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.

2. Copy of air balance report shall be provided to the Economic Development Agency.

I. **NOISE AND VIBRATION**

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. **OPERATING INSTRUCTIONS**

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.

(ELECTRICAL)

A. **GENERAL REQUIREMENTS**

1. All electrical work shall be designed and installed in accordance with the plan requirements.

2. Codes and ordinances - shall conform to standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.

3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

B. **INTERIOR LIGHTING**

1. Lighting shall meet current codes which include LED lighting, cool-white in color and energy efficient.

2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot -candles designated. Lighting levels shall be based on working plan thirty inches (30") above floor, appropriate coefficient of utilization for the fixture and maintenance factor. Conform to Title 24, Division 9 for lighting requirements. Provide not less than ten foot-candles in halls, thirty foot-candles in rest rooms and fifty foot-candles in all other areas, unless specifically noted otherwise. (eighty foot-candles in drafting room areas).

3. Each working space, utility or storage room shall have at least one receptacle. Each office shall have a minimum of one (1) receptacle on each twelve feet (12') of wall space. See plans for additional and/or special outlets.

4. Provide twenty-four (24) hour lighting for security.

5. Emergency lighting - Shall be provided where required by applicable codes, or natural lighting does not provide sufficient lumens for emergency existing of building. Emergency lighting shall be from battery backup with a minimum of 30 minutes backup.

C. **EXTERIOR LIGHTING**

1. Install sufficient lighting to provide a minimum of five (5) foot-candles of illumination at each building entrance, walks around the perimeter of the buildings, and 1.5 foot-candles minimum, with the overall average being higher, in the parking and maneuvering areas and on driveways.

2. All exterior lighting shall be LED or similar, as required by energy code. Fixtures shall be controlled by photocell, time clocks, or combinations of both.

(TELEPHONE AND COMMUNICATIONS)

(Updated August 22, 2016)

A. **GENERAL REQUIREMENTS – System, layout and design shall be per tenant provided documentation and requirements.**

1. System, layout, and design shall be per tenant provided documentation and requirements.

2. All communications requirements shall conform to the standards of Riverside County Information Technology (RCIT) and the serving public telephone company as noted below.

3. **The RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) COMMUNICATIONS BUREAU TELECOMMUNICATIONS ENGINEER shall be** consulted during the Programming, Conceptual Design, Design Development, and Construction Design stages to plan the design and provide input for the Telecommunications Infrastructure.

B. **TELECOMMUNICATIONS ROOM SPECIFICATIONS**

1. **Dedicated Use: Telecommunications Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunications Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through

the room. The Telecommunications Room may not be shared with building or custodial services. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunications Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunications Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.

2. **Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy.** Large projects (more than 20,000 sq. ft.) will require the Telecommunications Room (s) to be completed a minimum of 45 days or as directed by RCIT Communications Bureau Telecommunications Engineer prior to beneficial occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock and three (3) sets of keys.

It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunications Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.

a. **Location:** The Telecommunications Room shall be as close to the geographic center of the occupied space as possible. **Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet** unless reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, **a separate Telecommunications Room shall be required on each floor,** preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunications Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.

b. **Minimum Room Sizes:** The Telecommunications Room shall be rectangular in shape and conform to the following inside room dimensions:

Leased Premises – sq. ft.	Room Size
5,000 sq. ft. or **less**	12' x 9'
5,000 – 10,000 sq. ft.	12' x 12'
10,000 – 30,000 sq. ft.*	12' x 14'
30,000 sq. ft. or **larger****	12' x 14'

* May require more than one room
** Will require more than one room.

c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of ¾" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with one coat of primer and two coats of white fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.

d. **Doors:** The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.

e. **Air Conditioning:** The environmental control systems for the Telecommunications Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). All building supplied HCAC inlets to the Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary spilt A/C unit fails to cool the room. It will serve two purposes:

1. Provide ventilation air to the room, cooling only.
2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunications Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunications Room to the emergency power source. Sensors and controls must be located in the Telecommunications Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunications Room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the air conditioner will be hard wired to the thermostat and the location must be approved by RCIT Communications Bureau Telecommunications Engineer before installation. If remote-monitoring equipment is available, this room should have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunications Room space (specific heat load will be provided for each room).

f. If **fire sprinklers** are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be "charged" under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications

Engineer. Sprinkler heads must be a minimum of 10 ft. AFF.

g. **Room Lighting** – Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 10 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.

h. **Emergency Lighting** – Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.

i. **Floors:** The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. Standard VCT floor covering shall be installed unless otherwise specified.

j. **Ceiling:** If a ceiling will be installed in the Telecommunications Room it must be installed at a **minimum of 10' AFF**. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 10 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. A hard ceiling shall not be allowed in the Telecommunications Room.

C. ELECTRICAL REQUIREMENTS

a. **Dedicated Power Feeder** – The Telecommunications Room will have its own dedicated power feeder terminated in an electrical panel located inside the room and flush mounted in the wall. **Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel.** If an emergency power source is available, connect the Telecommunications Room electrical sub-panel into it.

b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.

c. **Telephone System:** Install one (1) dedicated 208 VAC, 20 Amp circuits terminated into a single surface mounted 4S electrical box with a NEMA L6-20 outlet at a height of 18 inches AFF from center. The circuit will have its own separate hot, neutral, and ground wire all the way back to the power distribution panel. The circuit will be clearly labeled on the

cover plate and sub-panel.

d. **Equipment Racks:** Install two (2) dedicated 20 Amp, 110 VAC circuit with isolated ground for each equipment rack (9' x 12' room – 2 racks, 12' x 12' room – 3 racks, 12' x 14' room – 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment racks. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

e. **Paging – A/V: If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

h. **Grounding** – A Telecommunications Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. **The Grounding Busbar must be CPI Chatsworth Products, part #13622-020.** The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #3 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding connection is required to be Exothermically Welded to the structural steel of the building and local AC sub-panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester. All grounding conductors shall be run in rigid conduit.

D. **CONDUIT REQUIREMENTS**

1. **Work Area Outlets (WAO):**

   a. **General Specifications:** Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.

   b. **Height Requirements:** Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches AFF to the center of the outlet box.

   c. **Conduits Specifications:**

      (1) **Accessible Ceilings:** When there is an accessible ceiling such as suspended acoustical tile, provide a rigid trade size 1 conduit **(flex not allowed)** stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If a WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.

      (2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1¼-inch conduit **(flex not allowed)** run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). **All conduits will have a pull string installed**. Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.

2. **System Furniture Wall In-feeds:** Wall in-feeds will be one rigid 1.25 in. conduit per 3 WAO locations of systems furniture. The conduit shall be stubbed into the ceiling area from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. In-feed location will be accessible either by cutout or access panel in furniture or placed next to furniture where location will be accessible for service. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.

3. **System Furniture Floor Poke-Thru In-feeds:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC9FFTC Poke-Thru's with EMT 1.25 in. conduit per 3 WAO locations of systems furniture. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed, J-Box for furniture supplier power whip connections to be anchored to the ceiling of the floor below with unistrut. J-Box must be with-in 6' of furniture whip connection. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and

quantity. Exact location will be verified with furniture vendor.

4. **System Furniture Power and Data Floor Boxes:** Floor Box locations requiring power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with EMT 1.25 in conduit per 3 WAO locations of systems furniture for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S28BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.

5. **Hard Wall Office Floor Poke-Thru:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC4ATC Poke-Thru's with the optional Communications Adapter P/N Com75 installed for Voice and Data conduits. Install two (2) EMT 0.75 in. conduits per location. The conduits shall be continuous and stubbed into the ceiling area of that floor being serviced with pull sting installed. No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.

6. **Hard Wall Power and Data Floor Boxes:** Floor Box locations required power/voice data will require Wiremold P/N RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduits ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.

7. **Backbone Pathways:**

   a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two (2) rigid metallic trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree sweeps without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The

bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit**.

b. **Telecommunications Rooms On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two (2) rigid trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.** In multi-level buildings with **stacked Telecommunications Rooms**, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.

c. **MPOE:** If the MPOE (minimum point of entry) is not physically located in the Telecommunications Room it shall be necessary to install two (2) trade size 4 conduits from the MPOE to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**

d. **Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties:** The number of conduits will be determined by the **size and scope of each project**. **The items listed below are BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:

(1) Conduits shall be rigid and shall be four (4) trade size 4. A **minimum** of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.

(2) Conduits shall be buried a minimum of 36 inches below finish grade.

(3) Conduits shall be encased in 2,000 PSI concrete where vehicle

traffic occurs and encased in slurry everywhere else for the entire length.

(4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.

(5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.

(6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.

(7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

8. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.

9. **Primary Service Conduit Requirements (New Construction):**

a. The number of all primary service conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:

(1) Entrance conduits shall be rigid and shall be four (4) trade size 4. **A minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.

(2) Conduits shall be buried a minimum of 36 inches below finish grade.

(3) Conduits shall be encased in slurry for sections indentified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.

(4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.

(5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.

(6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.

(7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.

(8) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

E. **CABLE TRAYS:**

1. If the structural ceiling height is greater than 16' AFF or the occupied space is greater than 25,000 square feet, a cable tray system will be required to support the voice and data wiring. Consult with the RCIT Communications Bureau Telecommunications Engineer requirements to assist in the design of the cable tray system. A structural Engineer will be required to design the cable tray system to code and manufacturer specification and submit design to the RCIT Communications Bureau Telecommunications Engineer for approval.

RCIT
System's Furniture
Telecommunications Standards
June 16, 2004

1. Work Area Outlets

1.1. **Definition: Work Area Outlet (WAO)** – consists of a telecommunications faceplate and its component (s) – what telephones

and PC's are plugged into at a user's desk location or work area.

1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.

1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.

1.3 Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).

1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system – one for each workstation space, fax location, and printer location.

1.4.1. Extender plates shall be a minimum 7/8 inch deep.

2. Cabling Pathways

2.1. Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).

2.1.2. This requirement applies to ALL areas of the furniture pathway INCLUDING corners, panel to panel pathways, etc.

2.1.3. Consideration will include space used in furniture for connecting hardware.

2.2. Furniture system shall completely conceal all communications cabling in all cabling pathways.

2.3. Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.

2.4. When communications cabling pathways run parallel to electrical pathways:

2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.

2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.

2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.

2.6. Metallic pathway edges shall utilize protective bushings.

2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:

2.7.1. Base Raceway

2.7.2. Top Raceway

3. Furniture In-Feeds

3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).

3.1.2. Consideration will include space used in furniture for connecting hardware.

3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.

3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.

3.3. Metallic in-feed edges shall utilize protective bushings.

3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).

3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and Jurupa Valley Medical Partners, LLC, a California limited liability company, as lessor (the **"Lessor"**), entered into a written Lease dated [_____], 2017 in which Lessor leased to County and County leased from Lessor those certain premises consisting of approximately 40,000 square feet of office space located at 8876 Mission Boulevard, City of Jurupa Valley, Riverside County, California (the "**Lease**"). The Lease, including any and all amendments, is referred to in this Certificate as the Lease.

2. The Lease has not been amended, modified, nor supplemented.

3. County has paid Rent through _____. The next payment of Rent is due on the first of each month. The current rent is [$94,000.00] per month. County has not paid Lessor a security deposit.

4. Under the Lease, the Effective Date is [_____]. The Commencement Date of the Lease [choose one: has not occurred yet/is _____] and the expiration date of the Lease [choose one: is/will be] twenty (20) years after the Commencement Date (as such terms are defined in the Lease), subject to extension upon the valid exercise of any options the County may have to extend the term as identified in this Certificate.

5. The Lease provides for two options to extend the term of the Lease for 5 years each for a total of 10 years. The extension Options(s) shall be exercised by County delivering to Lessor written notice thereof no later than ninety (90) days prior to the expiration of the Original Terms or any extension thereof. The rent payable by County during the first year of any extended term shall be [2.0] % greater than the rent payable during the last year of the original term or previous option period, as the case may be.

6. There are no oral or written amendments, modifications, or supplements to the Lease. A true, correct, and complete copy of the lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining For so long as the Southern California IBEW-NECA Pension Plan (the "Lender") is the holder of a loan secured by a deed of trust on the Premises, County will not enter into any amendment to the Lease that has not been approved in writing by the Lender, and any such amendment without Lender's consent shall not be binding upon Lender.

7. Lessor and County are not in default in the performance of any of the terms and provisions of the Lease. To the best knowledge of each Party, no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.

8. Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.

9. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.

10. Other than Lender, there are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the real property.

11. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County.

12. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County

13. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.

14. This Certificate is given to Lender and the Lessor with the understanding that Lender and any purchaser of the above described real property or assignee of either Lessor or Lender may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, the Lease shall continue to remain in full force and effect and shall bind and inure to the benefit of Lessor and its successor(s) in interest.

COUNTY:

By: _____
Robert Field
Assistant County Executive Officer/EDA

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

By: _____
Deputy County Counsel

RECORDED AT REQUEST OF AND
WHEN RECORDED RETURN TO:

Greenberg Traurig, LLP
77 West Wacker Drive
Chicago, IL 60601

Attention: David J. LaSota

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement (**"Agreement"**) is made as of [July 11], 2017 among Southern California IBEW-NECA Pension Plan (**"Lender"**) having its address for notification at c/o American Realty Advisors, 515 South Flower Street, 49th Floor, Los Angeles, California 90071 and the County of Riverside (**"County"**), by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501 and Jurupa Valley Medical Partners, LLC, a California limited liability company (**"Lessor"**) having its address for notification at 650 Town Center Drive, Suite #890, Costa Mesa, California 92626.

Recitals:

A. Lender has agreed to make a loan to Lessor, secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated _____, 2017, and to be recorded in the Official Records of the County Recorder of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the **"Mortgage"**) encumbering Lessor's ownership interest in real property located in the City of Jurupa Valley, Riverside County, State of California. The legal description of the encumbered real property (the **"Mortgage Premises"**) is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the **"Loan Documents"**.

B. On [_____], 2017, County and Lessor entered into that certain Lease for the property at 8876 Mission Boulevard, Jurupa Valley, California (the **"Lease"**). The Lease creates a leasehold estate in favor of County for space (the **"Premises"**) located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases and Rents dated _____, 2017, and recorded on _____, _____, as Instrument No. _____, in the Official Records of the County Recorder of Riverside County, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the **"Assignment of Rents."**

To confirm their understanding and agreement concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this

JUL 11 2017 3.21

Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, County and Lessor, intending to be legally bound, agree and covenant as follows:

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

2. **County Subordination**.

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

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

3. **Non-disturbance**.

3.1. Lender consents to the Lease.

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

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

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

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

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

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

4. **Attornment.**

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

(a) Lender when in possession of the Mortgage Premises;

(b) a receiver appointed in any action or proceeding to foreclose the Mortgage;

(c) any party acquiring title to the Mortgage Premises; or

(d) any successor to Lessor.

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

5. **Lender as Lessor**. If Lender or any assignee of Lender's interest in the Mortgage, or any purchaser of the Mortgage Premises at a foreclosure sale (any of the foregoing, a "**Transferee**"), shall succeed to the interest of Lessor under the Lease, Transferee shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Transferee's succession to the Lessor's interest under the Lease, have the same remedies against Transferee for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Transferee, as successor to the Lessor's interest, shall not be:

(a) liable for any act or omission of the Lessor;

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

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

(d) bound by any amendment or modification of the Lease except insofar as Lender shall have expressly approved such amendment or modification in writing; or

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

6. **Right To Cure**. County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the Lease to cure the default, plus an additional sixty (60) days or fifteen (15) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

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

(b) Lender initiates promptly, and within the additional sixty (60) day cure period described above, legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises; and

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

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

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

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

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

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

Lessor acknowledges and agrees that County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and

adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

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

10. **Cancellation of Lease**. During such period that the Mortgage encumbers the Mortgage Premises or Lender (or its assignee) holds title to the Mortgage Premises pursuant to or after foreclosure, foreclosure sale, or similar process of possession or disposition pursuant to the Mortgage, County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as expressly provided in the Lease.

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

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

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

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

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

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

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

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

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

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

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

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

The addresses are:

Lender;

Southern California IBEW-NECA Pension Plan
c/o American Realty Advisors
515 South Flower Street, 49th Floor
Los Angeles, California 90071
Attention: Stanley L. Iezman and Daniel S. Robinson

County:

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

If to Company:

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

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

15. **Miscellaneous Provisions**.

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

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

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

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

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

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

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

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

Executed on the date first above written.

COUNTY OF RIVERSIDE:

By: _____
JOHN TAVAGLIONE
Chairman, Board of Supervisors

[Lender]

By: _____
Name:
Title:

Jurupa Valley Medical Partners, LLC, a California limited liability company

By: _____
Name: Richard E Bourasta
Title: Managing Member

By: _____
Name:
Title: Managing Member

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____, Deputy

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

By: _____

Deputy County Counsel

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

STATE OF CALIFORNIA)

)SS.

COUNTY OF RIVERSIDE)

On June 27, 2017, before me, J. Smith, Notary Public, a Notary Public in and for the State of California, personally appeared Richard E Berreston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

J. SMITH
COMM. #2183637
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires March 16, 2021

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

STATE OF CALIFORNIA)

)SS.

COUNTY OF RIVERSIDE)

On June 27, 2017, before me, J. Smith, Notary Public, a Notary Public in and for the State of California, personally appeared Brandon T. Sadwicks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature J Smith (Seal)

J. SMITH
COMM. #2183637
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires March 16, 2021

EXHIBIT E
BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of _____, 2025 by Jurupa Valley Medical Partners, LLC, a California limited liability company ("Seller"), in favor of the County of Riverside, a political subdivision of the State of California ("Buyer"), based on the following facts:

A. Pursuant to the terms of that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2025 (the "Purchase Agreement"), Seller agreed to sell that certain parcel of real property improved with a medical office building containing approximately 40,000 square feet located at 8876 Mission Blvd., Jurupa Valley, California and legally described as set forth in Exhibit "A" attached to the Purchase Agreement (the "Property") to Buyer, and Buyer agreed to purchase the Property from Seller.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer all of Seller's rights, title and interest in all improvements and furnishings, fixtures, and equipment contained on the Property, together with certain personal property as described in the Purchase Agreement and more particularly described on Attachment No. 1 to this Bill of Sale made part hereto (collectively, "Personal Property").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Seller herby grants, sells, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the Personal Property.

2. Seller makes no representations or warranties with respect to the Personal Property.

3. This Bill of Sale shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

JURUPA VALLEY MEDICAL PARTNERS, LLC,
a California limited liability company

By: _____

ATTACHMENT NO. 1

Category/Brand	Item
GE Equipment	D-Evo Dual Detector System with Detector, Interface and Floor Stand
	Digital Mammography Solution
	Paddle Storage w/ Diagnostic Paddles
Security System	Security System Installation - Cabling, Equipment, Exhaust Fan and Installation
HVAC	HVAC System
Data Cabling and IT	Conference Room Speaker Phone Replacement
WIC Equipment	Baby Changing Tables
Sound Masking System	Sound Masking Drywall
	Speech Privacy System
Pharmacy	KL1-A Tablet Counter Machine
	KL1 Counting Machine
	RX Shelving
TVs/Computers	Installation of AV Systems across 10 Rooms
	Ultra-HD 4k Display
	Presentation Matrix Switcher
	Touch panel System
	3LCD Projector
	Tensioned Advantage Electric Screen
	5 Sharp Display System
Signage	Monument Graphics w/ Installation
	Room Identification Signs w/ Installation
	Specialty Outdoor Identification Signage for Exterior Building and Parking Lot with Installation
	ADA Decals, Room Identification Signs w/ Installation
	Exit Route Signage w/ Installation

Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-354696

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	2
	Document #	E-202501012
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		$50.00
Total		$50.00
Tender (On Account)		$50.00

Account#	CEQARIVCOFM
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT
Balance	$6,637.75
Comment	SST3622S1172

11/18/25, 3:59 PM PST
Gateway Clerk

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER: 25-354696

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
COUNTY OF RIVERSIDE FACILITIES	MSULLIVAN@RIVCO.ORG	11/18/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202501012

PROJECT TITLE

AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA, ON ASSESSOR'S PARCEL NUMBER (APN) 169-172-076

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
RIVERSIDE COUNTY FACILITIES MANAGEMENT	MSULLIVAN@RIVCO.ORG	(951) 955-4820

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
3450 14TH STREET,	RIVERSIDE	CA	92501

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy Isabel Tejeda

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012025)

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

Project Name: Real Property Acquisition of APN 169-172-076 in the City of Jurupa Valley

Accounting String: 524830-47220-7200400000-FM0414300024-FM6200306

DATE: October 21, 2025

AGENCY: Riverside County Facilities Management

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: **Mike Sullivan, Facilities Management**

Signature:

PRESENTED BY: **Preston Carr, Real Property Agent, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: - Isabel Tejeda

DATE: - NOV 18 2025

RECEIPT # (S) - 25-354696

FOR COUNTY CLERK USE ONLY

F I L E D / P O S T E D

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202501012
11/18/2025 03:59 PM Fee: $ 50.00
Page 1 of 2

Removed: By: Deputy

NOTICE OF EXEMPTION

October 21, 2025

Project Name: Authorization to Purchase Real Property in the City of Jurupa Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 169-172-076

Project Number: FM0414300024

Project Location: Southwest corner of Mission Boulevard and Pedley Road, City of Jurupa Valley, 92509, Riverside County, California, on APN 169-172-076

Description of Project: On October 21, 2025, the Board of Supervisors adopted Resolution No. 2025-258, Notice of Intention to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Number 169-172-076 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks the Board's Authorization to Purchase the Property, along with the approval of the attached Purchase Agreement, in the amount of Twenty-Five Million Dollars ($25,000,000), for the fee simple interests in certain real property located on the 3.89 acres of land improved with an approximate 40,000 square foot build-to-suit clinic and adjacent parking areas at 8876 Mission Boulevard in the City of Jurupa Valley; including all improvements, fixtures, furniture, and equipment. The Property will be continually used to provide for health and wellness of the community. The acquisition of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment.

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), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Sections 15061 and 15301

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor 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 acquisition of the Property.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project is the is the purchase of real property that is currently developed with a 40,000 square-foot building and parking area. The purchase of the property would not result in any change in use and would not increase or expand the use of the site; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The acquisition of the Property for the Riverside University Health System (RUHS) is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the County ownership of the property to operate a community health clinic within the existing facility. The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), General Rule or Common-Sense Exemption. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed: _____ **Date:** 10-21-2025

Mike Sullivan,
County of Riverside

Document Root (Read-Only)

Selected Document

2025110695 - NOE - Authorization to Purchase Real Property in the City of Jurupa Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 169-172-076

Riverside County
Created - **11/18/2025** | Submitted - **11/18/2025** | Posted - **11/18/2025** | Received - **11/18/2025** | Published - **11/18/2025**
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Authorization to Purchase Real Property in the City of Jurupa Valley, County of Riverside, California, on Assessor's Parcel Number (APN) 169-172-076

Document Description

On October 21, 2025, the Board of Supervisors adopted Resolution No. 2025-258, Notice of Intention to Purchase Real Property in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Number 169-172-076 (Property). Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.
This item seeks the Board's Authorization to Purchase the Property, along with the approval of the attached Purchase Agreement, in the amount of Twenty-Five Million Dollars ($25,000,000), for the fee simple interests in certain real property located on the 3.89 acres of land improved with an approximate 40,000 square foot build-to-suit clinic and adjacent parking areas at 8876 Mission Boulevard in the City of Jurupa Valley; including all improvements, fixtures, furniture, and equipment. The Property will be continually used to provide for health and wellness of the community. The acquisition of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment.

Attachments (Upload Project Documents)

3.14 - NOE - Authoriation to Purchase Real Property APN 169-172-076, Jurupa Valley.pdf

Contacts

County of Riverside Facilities Management - *Mike Sullivan*

3450 14th Street
Riverside, CA 92501
Phone : (951) 955-4820
msullivan@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Jurupa Valley

Location Details

Cross Streets

Southwest corner of Mission Boulevard and Pedley Road

Parcel Number - 169-172-076

Other Location Info

Southwest corner of Mission Boulevard and Pedley Road, City of Jurupa Valley, 92509, Riverside County, California, on APN 169-172-076

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor 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 acquisition of the Property.
This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project is the is the purchase of real property that is currently developed with a 40,000 square-foot building and parking area. The purchase of the property would not result in any change in use and would not increase or expand the use of the site; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

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 acquisition of the Property.
In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The acquisition of the Property for the Riverside University Health System (RUHS) is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the County ownership of the property to operate a community health clinic within the existing facility. The project is limited to purchase of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or reasonably foreseeable indirect physical impacts to the environment. Therefore, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), General Rule or Common-Sense Exemption. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.
Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

County Clerk(s)
Riverside

Signature

Title

Date

Outlook

SCH Number 2025110695

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>
Date Tue 11/18/2025 1:00 PM
To Mayo, Whitney <WMayo@Rivco.org>

Hello,
Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

To view your submission, use the following link.
https://ceqasubmit.lci.ca.gov/Document/Index/326344/1

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,

Thomas Hubbard | *he/him*
Jr. CEQA Analyst

Governor's Office of Land Use and Climate Innovation
Formerly known as the Governor's Office of Planning and Research
Thomas.Hubbard@lci.ca.gov

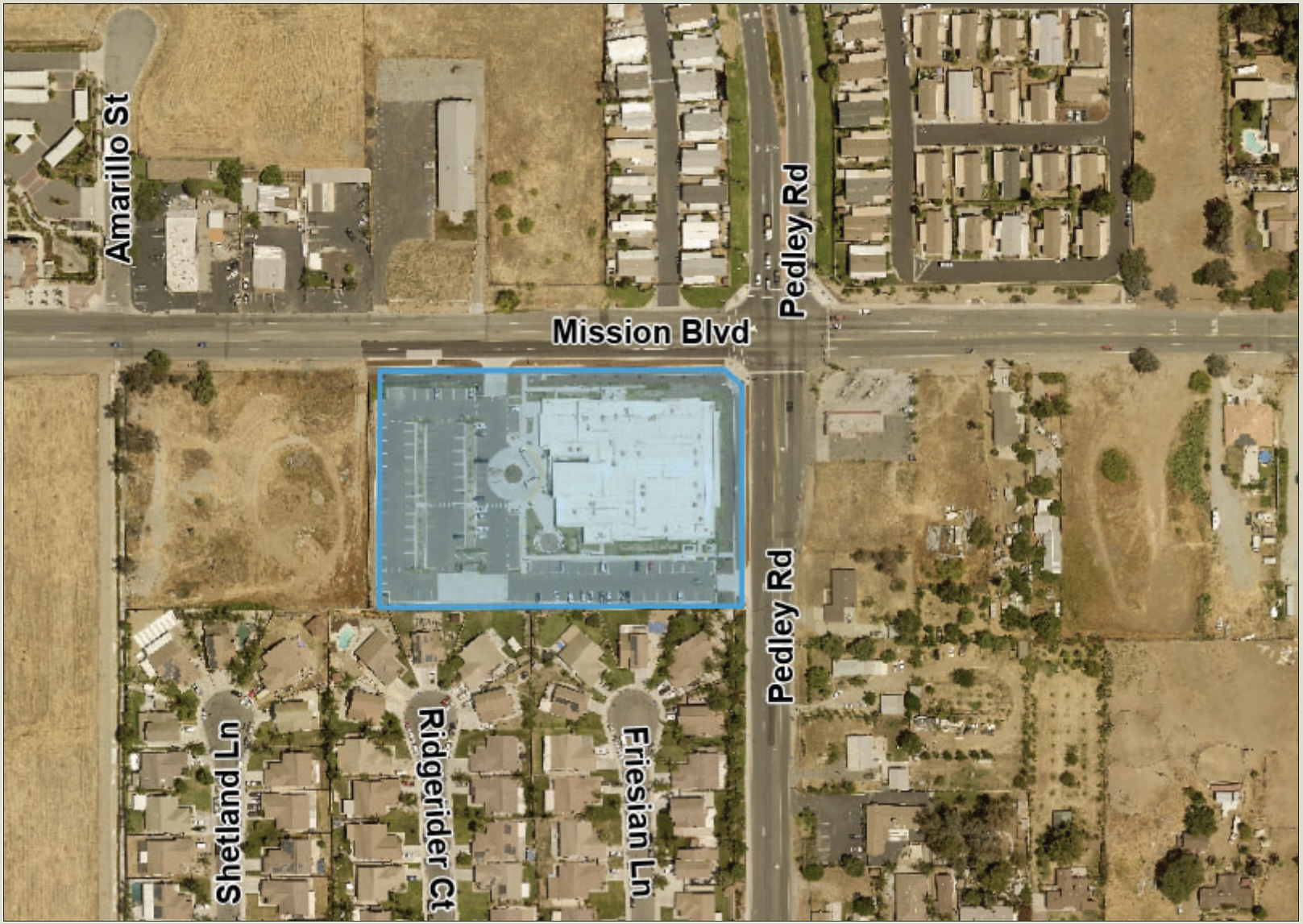
lci.ca.gov | Follow us on LinkedIn | Follow us on X

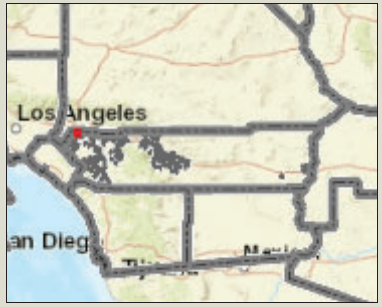
***Note*: No reply, response, or information provided constitutes legal advice.**

Confidentiality Notice: The information contained in this email and any attachments is for the exclusive use of the intended recipient(s) and may contain confidential and privileged information. It is the property of the California Governor's Office of Land Use and Climate Innovation. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by return email and destroy all copies of the original message and any attachments.

City of Jurupa Valley

8876 Mission Blvd, Jurupa Valley, CA 92509





Legend

- County Boundary
- City Boundaries
- County Centerline Names

0 259 517 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 9/9/2025 1:15:54 PM

© Riverside County GIS

Notes

APN: 169-172-076
District 2
Premises shaded in blue