

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Cyrus Torabi

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383
OF THE CALIFORNIA GOVERNMENT CODE.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

**THIRD AMENDMENT TO
MASTER FACILITIES SUBLEASE**

by and between

MORENO VALLEY PUBLIC FINANCING AUTHORITY

and

CITY OF MORENO VALLEY

Dated as of October 1, 2021

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THIRD AMENDMENT TO MASTER FACILITIES SUBLEASE

THIS THIRD AMENDMENT TO MASTER FACILITIES SUBLEASE (this “**Third Amendment to Master Facilities Sublease**”) executed and entered into as of October 1, 2021, is by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY (the “**Authority**”), a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessor, and the CITY OF MORENO VALLEY (the “**City**”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessee.

RECITALS

A. The City previously leased certain real property and improvements thereon (the “**Facilities**”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2015 (the “**2015 Master Facilities Lease**”), which was recorded in the Official Records of the County of Riverside (the “**Official Records**”) on December 9, 2015 as instrument number 2015-0533682.

B. The Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2015 (the “**2015 Master Facilities Sublease**”), which was recorded in the Official Records on December 9, 2015 as instrument number 2015-0533683.

C. The Authority issued its Lease Revenue Bonds, Series 2015 (Taxable) (the “**Series 2015 Bonds**”) pursuant to a Master Trust Agreement, dated as of December 1, 2015 (the “**2015 Master Trust Agreement**”), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “**Trustee**”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California.

D. The proceeds of the Series 2015 Bonds were applied by the City to finance the 2015 Project, as defined in the 2015 Master Trust Agreement.

E. The City previously leased certain real property and improvements thereon, as additions to the Facilities, to the Authority pursuant to a First Amendment to Master Facilities Lease, dated as of December 1, 2016 (the “**First Amendment to Master Facilities Lease**” and, together with the 2015 Master Facilities Lease, the “**2016 Master Facilities Lease**”), which was recorded in the Official Records on December 14, 2016 as instrument number 2016-0556567.

F. The Authority subleased such real property and improvements thereon, as additions to the Facilities, back to the City pursuant to a First Amendment to Master Facilities Sublease, dated as of December 1, 2016 (the “**First Amendment to Master Facilities Sublease**” and, together with the 2015 Master Facilities Sublease, the “**2016 Master Facilities Sublease**”), which was recorded in the Official Records on December 14, 2016 as instrument number 2016-0556568.

G. The Authority issued its Lease Revenue Refunding Bonds, Series 2016 (Taxable) (the “**Series 2016 Bonds**”) pursuant to a First Supplement to Master Trust Agreement, dated as of December 1, 2016 (the “**First Supplement to Master Trust Agreement**” and, together with the 2015 Master Trust Agreement, the “**2016 Master Trust Agreement**”).

H. The proceeds of the Series 2016 Bonds were applied by the City to refund the remaining outstanding Moreno Valley Public Financing Authority 2007 Taxable Lease Revenue Bonds (the “**2016 Refunding Project**”).

I. The City previously leased to the Authority the real property and improvements thereon that were added to the Facilities pursuant to the First Amendment to Master Facilities Lease pursuant to a Second Amendment to Master Facilities Lease, dated as of April 1, 2019 (the “**Second Amendment to Master Facilities Lease**” and, together with the 2016 Master Facilities Lease, the “**2019 Master Facilities Lease**”), which was recorded in the Official Records on April 10, 2019 as instrument number 2019-0121667.

J. The Authority subleased such real property and improvements thereon back to the City pursuant to a Second Amendment to Master Facilities Sublease, dated as of April 1, 2019 (the “**Second Amendment to Master Facilities Sublease**” and, together with the 2016 Master Facilities Sublease, the “**2019 Master Facilities Sublease**”), which was recorded in the Official Records on April 10, 2019 as instrument number 2019-0121668.

K. The Authority issued its Lease Revenue Bonds, Series 2019 (Taxable) (the “**Series 2019 Bonds**”) pursuant to a Second Supplement to Master Trust Agreement, dated as of April 1, 2019 (the “**Second Supplement to Master Trust Agreement**” and, together with the 2016 Master Trust Agreement, the “**2019 Master Trust Agreement**”).

L. The proceeds of the Series 2019 Bonds were applied by the City to finance the 2019 Project, as defined in the 2019 Master Trust Agreement.

M. The Authority desires to issue its Lease Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”) pursuant to a Third Supplement to Master Trust Agreement (the “**Third Supplement to Master Trust Agreement**” and, together with the 2019 Master Trust Agreement, the “**2021 Master Trust Agreement**”), the proceeds of which will be applied by the City to refinance the 2015 Project and refund the Series 2015 Bonds for debt service savings and to refinance the 2016 Refunding Project and refund the Series 2016 Bonds for debt service savings.

N. In order to refinance the 2015 Project and the 2016 Refunding Project, the Authority and the City desire to enter into a Third Amendment to Master Facilities Lease in order to amend the 2019 Master Facilities Lease (as so amended, the “**2021 Master Facilities Lease**”): (i) to cause the real property and improvements thereon which were the subject of the 2016 Master Facilities Lease to serve as the leased assets for the Third Amendment to Master Facilities Lease; and (ii) to make certain other modifications in order to provide for the issuance of the Series 2021 Bonds in accordance with the provisions of the 2021 Master Trust Agreement.

O. In order to refinance the 2015 Project and the 2016 Refunding Project, the Authority and the City are also entering into a Third Amendment to Master Facilities Sublease in order to amend the 2019 Master Facilities Sublease (as so amended, the “**2021 Master Facilities Sublease**”): (i) to cause the real property and improvements thereon which were the subject of the 2016 Master Facilities Sublease to serve as the leased assets for the Third Amendment to Master Facilities Sublease; (ii) to adjust the base rental payments payable thereunder to reflect the debt service payable on the Series 2021 Bonds; and (iii) to make certain other modifications in order to provide for the issuance of the Series 2021 Bonds in accordance with the provisions of the 2021 Master Trust Agreement.

P. The Authority and the City have determined that the sum of Base Rental Payments, including Base Rental Payments payable as provided herein, in any year is not in excess of the annual fair rental value of the Facilities.

Q. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Third Amendment to Master Facilities Sublease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Third Amendment to Master Facilities Sublease.

AGREEMENT

PART 1

PARTICULAR AMENDMENTS

Part 1.1 Amendments to Section 1.01. Section 1.01 of the 2019 Master Facilities Sublease is hereby amended by adding thereto the following definitions:

Series 2021 Base Rental Payments

The term “Series 2021 Base Rental Payments” means the portion of the Base Rental Payments set forth under the caption “Series 2021 Base Rental Payment Schedule” on Exhibit B hereto.

Part 1.2 Amendments to Section 2.02. The third paragraph of Section 2.02 of the 2019 Master Facilities Sublease is amended to read as follows:

The term of this Third Amendment to Master Facilities Sublease shall commence upon the date of recordation hereof in the Official Records of the County of Riverside and shall end on May 1, 2045, unless such term is extended or sooner terminated as provided herein, including as such term may be extended in connection with the issuance of additional Bonds. If on May 1, 2045 (or such later date established in connection with the issuance of additional Bonds), the Bonds and all other amounts due under the 2021 Master Trust Agreement shall not be paid in full, or if the rental or other amounts payable under the 2021 Master Facilities Sublease shall have been abated at any time and for any reason or shall not have been fully paid, then the term of this Third Amendment to Master Facilities Sublease shall be extended until the Bonds and all other amounts due under the 2021 Master Trust Agreement and the 2021 Master Facilities Sublease have been fully paid, except that the term of this Third Amendment to Master Facilities Sublease shall in no event be extended beyond May 1, 2055 (or such later date established in connection with the issuance of additional Bonds).

Part 1.3 Amendments to Section 3.01. The third paragraph of Section 3.01 of the 2019 Master Facilities Sublease is amended to read as follows:

Base Rental Payments shall include: (i) any Insurer Reimbursement Amounts due and owing to [AGM] as set forth in Section 11.02(d) of the 2015 Master Trust

Agreement, Section 14.02(d) of the First Supplement to Master Trust Agreement, Section 16.02(d) of the Second Supplement to Master Trust Agreement and Section 18.02(d) of the Third Supplement to Master Trust Agreement; and (ii) repayment of Policy Costs due and owing to [AGM] pursuant to Section 11.04(a) of the 2015 Master Trust Agreement, Section 14.04(a) of the First Supplement to Master Trust Agreement, Section 16.04(a) of the Second Supplement to Master Trust Agreement and Section 18.04(a) of the Third Supplement to Master Trust Agreement.

Part 1.4 Amendments to Section 4.01. Section 4.01 of the 2019 Master Facilities Sublease is amended by adding thereto the following additional paragraph as follows:

The parties hereto agree that the proceeds of the Series 2021 Bonds will be used to refinance the 2015 Project and refund the Series 2015 Bonds and to refinance the 2016 Refunding Project and refund the Series 2016 Bonds for debt service savings. Proceeds of any Additional Bonds will be applied in accordance with a supplement to this Sublease.

Part 1.5 Amendments to Section 8.12. Section 8.12 of the 2019 Master Facilities Sublease is amended to read as follows:

Section 8.12. Provisions Concerning AGM and the Bond Insurance Policies.

(A) [TO BE UPDATED] The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Bonds insured by AGM remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the Facilities. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Facilities, the appraised value of the Facilities shall not be less than the greater of: (i) if such Bonds are then subject to redemption, the principal and interest components of the Bonds outstanding through the date of their redemption; or (ii) if such Bonds are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Trust Agreement.

(B) The Lessee (under this Sublease) and the Lessor (under the Facilities Lease) shall not have the right to terminate those agreements for default by the respective counterparties.

(C) The City agrees to pay, or reimburse AGM, as Additional Payments for the use and occupancy of the Facilities (subject to the provisions of Sections 3.04, 3.06 and 7.01 of this Sublease), any and all charges, fees, costs and expenses that AGM may reasonably pay or incur in connection with: (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Trust Agreement, the Facilities Lease or this Sublease (each a "Related Document") or otherwise afforded by law or equity; (iii) any amendment, waiver or other action with respect to, or related to any Related Document whether or not executed or completed; or (iv) any litigation or other dispute in connection with any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of AGM to honor its

obligations under the Bond Insurance Policies. AGM reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of any Related Document.

(D) The City may only contest taxes, assessments, utility and other such charges with respect to the Facilities upon notice to AGM and must pay such taxes, assessments, utility and other charges if requested to do so by AGM.

(E) So long as the Series 2016 Bonds remain outstanding, the City agrees that it will not relocate any of the Facilities constituting the Kitching Substation or the Moreno Beach Substation without the prior written consent of AGM.

Part 1.6 Amendments to Section 10.02. The notice address for the Insurer in Section 10.02 of the 2019 Master Facilities Sublease is amended to read as follows:

If to [Insurer]: [TO COME]

Part 1.7 Amendment to Exhibit A. Exhibit A to the 2019 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit A hereto.

Part 1.8 Amendment to Exhibit B. Exhibit B to the 2019 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit B hereto.

PART 2

MISCELLANEOUS

Part 2.1 Effect of Third Amendment to Master Facilities Sublease. This Third Amendment to Master Facilities Sublease and all of the terms and provisions herein contained shall form part of the 2019 Master Facilities Sublease as fully and with the same effect as if all such terms and provisions had been set forth in the 2019 Master Facilities Sublease. The 2019 Master Facilities Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Third Amendment to Master Facilities Sublease and the terms of the 2019 Master Facilities Sublease (as in effect on the day prior to the effective date of this Third Amendment to Master Facilities Sublease), the terms of this Third Amendment to Master Facilities Sublease shall prevail.

Part 2.2 Execution in Counterparts. This Third Amendment to Master Facilities Sublease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3 Effective Date. This Third Amendment to Master Facilities Sublease shall become effective upon the Series 2021 Closing Date (as defined in the 2021 Master Trust Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Master Facilities Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**MORENO VALLEY PUBLIC
FINANCING AUTHORITY, Lessor**

By: _____
Executive Director

CITY OF MORENO VALLEY, Lessee

By: _____
City Manager

DRAFT

EXHIBIT A

DESCRIPTION OF THE FACILITIES

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL A:

LOT 1 IN BLOCK 91 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 11, PAGE 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF COTTONWOOD AVENUE AND PETTIT STREET WITHIN SAID BLOCK LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 1 AND NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 1.

EXCEPTING THEREFROM THE EAST 25.00 FEET OF SAID LOT 1, AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 22, 1971 AS INSTRUMENT NO. 107667 OF OFFICIAL RECORDS.

APN: 488-200-013-4

PARCEL B:

PARCEL 3 AND LOTS "B" AND "E" OF PARCEL MAP NO. 13,202, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 79, PAGE 7 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON THE SUBSTATION SITE SITUATED ON A PORTION OF SAID PARCEL 3 CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, IN A DEED RECORDED NOVEMBER 16, 2017 AS INSTRUMENT NO. 2017-0479904 OF OFFICIAL RECORDS.

APN: 312-250-061-8 AND 312-250-062-9

PARCEL B1:

ALL BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON THE SUBSTATION SITE SITUATED ON A PORTION OF PARCEL 3 OF PARCEL MAP NO. 13,202, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 79, PAGE 7 OF PARCEL MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, IN A DEED RECORDED NOVEMBER 16, 2017 AS INSTRUMENT NO. 2017-0479904 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING THE NORTHERLY 145.00 FEET OF THE EASTERLY 179.00 FEET OF SAID PARCEL 3.

EXCEPTING THEREFROM STRIP NO. 1, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 88° 50' 24" WEST 6.00 FEET TO THE WESTERLY LINE OF THE EASTERLY 6.00 FEET OF SAID PARCEL 3 AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE SOUTH 00° 17' 47" WEST 25.58 FEET; THENCE SOUTH 45° 17' 47" WEST 5.66 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 4.00 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 00° 17' 47" WEST 50.69 FEET; THENCE SOUTH 44° 42' 13" EAST 5.66 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE SOUTH 00° 17' 47" WEST 42.98 FEET; THENCE SOUTH 45° 17' 47" WEST 5.66 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 00° 17' 47" WEST 50.69 FEET; THENCE SOUTH 44° 42' 13" EAST 5.66 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE SOUTH 00° 17' 47" WEST 80.77 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE POINT OF TERMINATION.

APN: 312-250-062-9

PARCEL C:

PARCEL NO. 1 AS SHOWN ON EXHIBIT "A" ATTACHED TO LOT LINE ADJUSTMENT NO. 758 INCORPORATED INTO A PARTNERSHIP GRANT DEED RECORDED JULY 11, 1988 AS INSTRUMENT NO. 191070 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 17864, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 129, PAGES 79 THROUGH 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 88° 40' 53" WEST A DISTANCE OF 1,036.43 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF PARCEL 10 OF SAID PARCEL MAP NO.

17864; THENCE ALONG SAID EASTERLY LINE OF SAID PARCEL 10, NORTH 00° 06' 25" WEST A DISTANCE OF 60.02 FEET; THENCE NORTH 88° 40' 53" EAST A DISTANCE OF 1,036.43 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE WESTERLY SIDELINE OF FREDERICK STREET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 00° 06' 28" EAST A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

APN: 297-140-046-3 AND 297-140-047-4

PARCEL E:

PARCELS 1, 2 AND 3 OF PARCEL MAP 15686, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 93, PAGES 31 AND 32 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS AMENDED BY A CERTIFICATE OF CORRECTION RECORDED MARCH 23, 1983 AS INSTRUMENT NO. 54424 OF OFFICIAL RECORDS.

APN: 486-170-020-4, 486-170-026-0, 486-170-019-4, 486-170-027-1, 486-170-018-3, 486-170-023-7 AND 486-170-024-8

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property that is conveyed under the foregoing agreement to the City of Moreno Valley (the “City”), a municipal corporation and general law that is duly organized and existing under and by virtue of the Constitution and the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City, pursuant to authority conferred by a resolution of the City Council of the City adopted on [September 7], 2021, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October __, 2021

CITY OF MORENO VALLEY

By: _____
City Manager

DRAFT

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
November 1, 2021	\$[]	\$	\$
May 1, 2022			
November 1, 2022			
May 1, 2023			
November 1, 2023			
May 1, 2024			
November 1, 2024			
May 1, 2025			
November 1, 2025			
May 1, 2026			
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May 1, 2037			
November 1, 2037			
May 1, 2038			
November 1, 2038			
May 1, 2039			
November 1, 2039			
May 1, 2040			
November 1, 2040			
May 1, 2041			
November 1, 2041			
May 1, 2042			

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
November 1, 2042			
May 1, 2043			
November 1, 2043			
May 1, 2044			
November 1, 2044			
May 1, 2045			
November 1, 2045			
May 1, 2046			
November 1, 2046			
May 1, 2047			
November 1, 2047			
May 1, 2048			
November 1, 2048			
May 1, 2049			

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ORIGINAL 2015 BASE RENTAL PAYMENT SCHEDULE

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
May 1, 2017	--	\$229,596.88	\$229,596.88
November 1, 2017	\$200,000.00	229,596.88	429,596.88
May 1, 2018	--	227,846.88	227,846.88
November 1, 2018	205,000.00	227,846.88	432,846.88
May 1, 2019	--	225,540.63	225,540.63
November 1, 2019	210,000.00	225,540.63	435,540.63
May 1, 2020	--	222,784.38	222,784.38
November 1, 2020	215,000.00	222,784.38	437,784.38
May 1, 2021	--	219,559.38	219,559.38
November 1, 2021	220,000.00	219,559.38	439,559.38
May 1, 2022	--	216,121.88	216,121.88
November 1, 2022	225,000.00	216,121.88	441,121.88
May 1, 2023	--	212,325.00	212,325.00
November 1, 2023	235,000.00	212,325.00	447,325.00
May 1, 2024	--	208,065.63	208,065.63
November 1, 2024	240,000.00	208,065.63	448,065.63
May 1, 2025	--	203,565.63	203,565.63
November 1, 2025	250,000.00	203,565.63	453,565.63
May 1, 2026	--	198,565.63	198,565.63
November 1, 2026	260,000.00	198,565.63	458,565.63
May 1, 2027	--	193,365.63	193,365.63
November 1, 2027	270,000.00	193,365.63	463,365.63
May 1, 2028	--	187,796.88	187,796.88
November 1, 2028	285,000.00	187,796.88	472,796.88
May 1, 2029	--	181,740.63	181,740.63
November 1, 2029	295,000.00	181,740.63	476,740.63
May 1, 2030	--	175,471.88	175,471.88
November 1, 2030	305,000.00	175,471.88	480,471.88
May 1, 2031	--	168,800.00	168,800.00
November 1, 2031	320,000.00	168,800.00	488,800.00
May 1, 2032	--	161,200.00	161,200.00
November 1, 2032	335,000.00	161,200.00	496,200.00
May 1, 2033	--	153,243.75	153,243.75
November 1, 2033	350,000.00	153,243.75	503,243.75
May 1, 2034	--	144,931.25	144,931.25
November 1, 2034	370,000.00	144,931.25	514,931.25
May 1, 2035	--	136,143.75	136,143.75
November 1, 2035	385,000.00	136,143.75	521,143.75
May 1, 2036	--	127,000.00	127,000.00
November 1, 2036	405,000.00	127,000.00	532,000.00
May 1, 2037	--	116,875.00	116,875.00
November 1, 2037	425,000.00	116,875.00	541,875.00
May 1, 2038	--	106,250.00	106,250.00
November 1, 2038	445,000.00	106,250.00	551,250.00
May 1, 2039	--	95,125.00	95,125.00

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
November 1, 2039	470,000.00	95,125.00	565,125.00
May 1, 2040	--	83,375.00	83,375.00
November 1, 2040	490,000.00	83,375.00	573,375.00
May 1, 2041	--	71,125.00	71,125.00
November 1, 2041	515,000.00	71,125.00	586,125.00
May 1, 2042	--	58,250.00	58,250.00
November 1, 2042	540,000.00	58,250.00	598,250.00
May 1, 2043	--	44,750.00	44,750.00
November 1, 2043	570,000.00	44,750.00	614,750.00
May 1, 2044	--	30,500.00	30,500.00
November 1, 2044	595,000.00	30,500.00	625,500.00
May 1, 2045	--	15,625.00	15,625.00
November 1, 2045	625,000.00	15,625.00	640,625.00

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ORIGINAL SERIES 2016 BASE RENTAL PAYMENT SCHEDULE

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
May 1, 2017	\$ 855,000.00	\$333,275.56	\$1,188,275.56
November 1, 2017	--	436,825.00	436,825.00
May 1, 2018	825,000.00	436,825.00	1,261,825.00
November 1, 2018	--	430,637.50	430,637.50
May 1, 2019	840,000.00	430,637.50	1,270,637.50
November 1, 2019	--	422,237.50	422,237.50
May 1, 2020	850,000.00	422,237.50	1,272,237.50
November 1, 2020	--	412,675.00	412,675.00
May 1, 2021	875,000.00	412,675.00	1,287,675.00
November 1, 2021	--	401,737.50	401,737.50
May 1, 2022	895,000.00	401,737.50	1,296,737.50
November 1, 2022	--	389,431.25	389,431.25
May 1, 2023	920,000.00	389,431.25	1,309,431.25
November 1, 2023	--	375,631.25	375,631.25
May 1, 2024	945,000.00	375,631.25	1,320,631.25
November 1, 2024	--	361,456.25	361,456.25
May 1, 2025	975,000.00	361,456.25	1,336,456.25
November 1, 2025	--	346,221.88	346,221.88
May 1, 2026	1,005,000.00	346,221.88	1,351,221.88
November 1, 2026	--	329,890.63	329,890.63
May 1, 2027	1,035,000.00	329,890.63	1,364,890.63
November 1, 2027	--	309,190.63	309,190.63
May 1, 2028	1,080,000.00	309,190.63	1,389,190.63
November 1, 2028	--	287,590.63	287,590.63
May 1, 2029	1,120,000.00	287,590.63	1,407,590.63
November 1, 2029	--	265,190.63	265,190.63
May 1, 2030	1,165,000.00	265,190.63	1,430,190.63
November 1, 2030	--	241,890.63	241,890.63
May 1, 2031	1,215,000.00	241,890.63	1,456,890.63
November 1, 2031	--	217,590.63	217,590.63
May 1, 2032	1,260,000.00	217,590.63	1,477,590.63
November 1, 2032	--	192,390.63	192,390.63
May 1, 2033	1,315,000.00	192,390.63	1,507,390.63
November 1, 2033	--	163,625.00	163,625.00
May 1, 2034	1,370,000.00	163,625.00	1,533,625.00
November 1, 2034	--	133,656.25	133,656.25
May 1, 2035	1,435,000.00	133,656.25	1,568,656.25
November 1, 2035	--	102,265.63	102,265.63
May 1, 2036	1,490,000.00	102,265.63	1,592,265.63
November 1, 2036	--	69,671.88	69,671.88
May 1, 2037	1,560,000.00	69,671.88	1,629,671.88
November 1, 2037	--	35,546.88	35,546.88
May 1, 2038	1,625,000.00	35,546.88	1,660,546.88

SERIES 2019 BASE RENTAL PAYMENT SCHEDULE

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
November 1, 2019	--		
May 1, 2020			
November 1, 2020	--		
May 1, 2021			
November 1, 2021	--		
May 1, 2022			
November 1, 2022	--		
May 1, 2023			
November 1, 2023	--		
May 1, 2024			
November 1, 2024	--		
May 1, 2025			
November 1, 2025	--		
May 1, 2026			
November 1, 2026	--		
May 1, 2027			
November 1, 2027	--		
May 1, 2028			
November 1, 2028	--		
May 1, 2029			
November 1, 2029	--		
May 1, 2030			
November 1, 2030	--		
May 1, 2031			
November 1, 2031	--		
May 1, 2032			
November 1, 2032	--		
May 1, 2033			
November 1, 2033	--		
May 1, 2034			
November 1, 2034	--		
May 1, 2035			
November 1, 2035	--		
May 1, 2036			
November 1, 2036	--		
May 1, 2037			
November 1, 2037	--		
May 1, 2038			
November 1, 2038	--		
May 1, 2039			
November 1, 2039	--		
May 1, 2040			
November 1, 2041	--		
May 1, 2041			
November 1, 2042	--		

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
May 1, 2042			
November 1, 2043	--		
May 1, 2044			
November 1, 2044	--		
May 1, 2045			
November 1, 2045	--		
May 1, 2046			
November 1, 2046	--		
May 1, 2047			
November 1, 2047	--		
May 1, 2048			
November 1, 2048	--		
May 1, 2049			
November 1, 2049	--		
May 1, 2049			

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SERIES 2021 BASE RENTAL PAYMENT SCHEDULE

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
____ 1, 202 ____	--		

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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 _____) ss.

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 OF NOTARY PUBLIC

