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OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of November 1, 2020

by and between

**SACRAMENTO COUNTY PUBLIC FACILITIES FINANCING CORPORATION, as
lessor**

and

SUNRISE RECREATION AND PARK DISTRICT, as lessee

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EXHIBIT A	DESCRIPTION OF THE SITE AND FACILITIES
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LEASE AGREEMENT

This Lease Agreement (as amended or supplemented, this "Lease"), dated as of November 1, 2020, is by and between the SACRAMENTO COUNTY PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the Nonprofit Public Benefit Corporation Law of the State of California (the "Corporation"), and the SUNRISE RECREATION AND PARK DISTRICT, a recreation and park district duly organized and existing under the Constitution and laws of the State of California (the "District");

WITNESSETH:

WHEREAS, in 2007, in order to finance the acquisition and construction of recreation and park facilities jointly with the Roseville Joint Union High School District, consisting generally of a swimming pool complex, tennis courts, athletic fields, ancillary parking, and related publicly owned improvements (the "Project"), the District caused the execution and delivery of its \$7,435,000 Certificates of Participation (Joint Use Facilities Project) Series 2007 (the "Prior Certificates"); and

WHEREAS, the Corporation was formed for the purposes of, among other things, aiding in financing and refinancing the acquisition, construction and improvement of public capital facilities for the District; and

WHEREAS, in order to prepay, in full, the Prior Certificates, the District is entering into a Site and Facilities Lease with the Corporation, recorded concurrently herewith (the "Site and Facilities Lease"), under which it will lease certain real property comprising the Project (the "Site and Facilities") to the Corporation, and the District is simultaneously entering into this Lease Agreement with the Corporation, under which the District will lease the Site and Facilities from the Corporation in return for semiannual lease payments (the "Lease Payments"); and

WHEREAS, under this Site and Facilities Lease, the Corporation will make an upfront rental payment to the District sufficient to prepay, in full, the Prior Certificates and pay transaction costs; and

WHEREAS, the Corporation will, through an assignment to First Foundation Bank (including its successors and assigns, the "Lender"), pursuant to an Assignment Agreement, between the Corporation and the Lender, recorded concurrently herewith (the "Assignment Agreement", obtain the necessary funds to make the upfront rental payment under the Site and Facilities Lease; and

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the following terms heretofore defined in this Lease and the following terms defined in this Section 1.1 shall, for all purposes of this Lease, have the respective meanings herein specified.

“Additional Rental Payments” means those payments set forth in Section 4.7.

“Applicable Law” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“Authorized Officer of the District” means the President or Vice President of the Board of Directors, or the District Administrator, or by any other officer of the District duly authorized by the Board of Directors to sign documents on behalf of the District.

“Board of Directors” or “Board” means the Sacramento County Board of Supervisors, which acts as the ex-officio Board of Directors of the District.

“Business Day” means a day other than a Saturday, Sunday or legal holiday.

“Closing Date” means _____, 2020, the date of original execution and delivery of this Lease.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of execution and delivery of this Lease or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of execution and delivery of this Lease, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Default Rate” means the then current interest rate plus 3.00%.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;

(ii) on the date when the Lender notifies the District that it has received a written opinion from Special Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Special Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Lender, the District shall deliver to the Lender a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal

Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the District is advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or

(iv) on the date when the District receives notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Lease Payments as includable in the gross income of the Lender due to the occurrence of an Event of Taxability, provided that the Lender has provided a copy of document(s) received from the Internal Revenue Service to the District; *provided, however,* that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the Lender following an event listed in subparagraphs (i), (ii), (iii) or (iv), the District shall reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, Lender shall be obligated to make to the Internal Revenue Service as a result of the Determination of Taxability.

“Environmental Laws” means any federal, state, or local law, rule or regulation now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, relating to health, safety, or the environment.

“Event of Default” means any of the events of default defined as such in Section 8.1.

“Event of Taxability” means any action, inaction or event that has the effect of causing interest paid or payable on the Lease Payments to be includable, in whole or in part, in the gross income of the holder of the Lease Payments for federal income tax purposes.

“Fiscal Year” means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period by the District as its fiscal year pursuant to written notice filed with the Lender.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have any substantial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a member, officer or employee of the District, but who may be regularly retained to make annual or other reports to the District.

“Lease Payment Date” means each March 1 and September 1, commencing March 1, 2021, as shown on Exhibit B.

“Lease Payments” means the amounts payable by the District pursuant to Section 4.4(a), including any prepayment thereof pursuant to Article IX and including any amounts payable upon a delinquency in the payment thereof.

“Lender” means First Foundation Bank, and its successors and assigns.

“Net Proceeds” means any proceeds of insurance carried pursuant to this Lease, performance bonds, or taking by eminent domain or condemnation paid with respect to the Site and Facilities remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Net Proceeds Fund” has the meaning given it in Section 6.1.

“Permitted Encumbrances” means, as of any time:

(a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid pursuant to Article V;

(b) the Site and Facilities Lease, this Lease, the Assignment Agreement, and any other agreement or document contemplated hereunder to be recorded against the Site and Facilities;

(c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;

(d) the exceptions disclosed in the title insurance policy with respect to the Site and Facilities issued as of the Closing Date by Stewart Title Company of California, Inc. (or its affiliate); and

(e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the District certifies in writing will not materially impair the use of the Site and Facilities for its intended purposes.

“Prior Certificates” has the meaning given it in the Recitals.

“Project” has the meaning given it in the Recitals.

“Rental Interruption Fund” has the meaning given it in Section 6.3.

“Site and Facilities” means the real property described as the Site and Facilities in Exhibit A to this Lease, including all buildings and improvements thereon as of the Closing Date, as the Site and Facilities may be substituted or modified from time to time in accordance with this Lease.

“Site and Facilities Lease” means the Site and Facilities Lease dated as of November 1, 2020, recorded concurrently herewith, by and between the District as lessor and the Corporation as lessee of the Site and Facilities, as originally executed or as thereafter amended pursuant to any duly authorized and executed amendments thereto.

“Site and Facilities Lease Payment” means the payment which is due and payable under Section 3 of the Site and Facilities Lease as the upfront rental for the Site and Facilities.

“Special Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Code.

“Taxable Rate” means 4.45%.

“Term of this Lease” means the time during which this Lease is in effect, as provided in Section 4.2.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the District.* The District makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

(a) Due Organization and Existence. The District is a recreation and park district duly organized and validly existing under the Constitution and laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Lease, and the Site and Facilities Lease and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the District has duly authorized the execution and delivery of this Lease, and the Site and Facilities Lease.

(b) Due Execution. The representatives of the District executing this Lease, and the Site and Facilities Lease have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of Directors of the District.

(c) Valid, Binding and Enforceable Obligations. This Lease, and the Site and Facilities Lease have been duly authorized, executed and delivered by the District and constitute the legal, valid and binding agreements of the District enforceable against the District in accordance with their respective terms.

(d) No Conflicts. The execution and delivery of this Lease, and the Site and Facilities Lease, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, and the Site and Facilities Lease or the financial condition, assets, properties or operations of the District or its properties.

(e) Consents and Approvals. No consent or approval of any lender or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, and the Site and Facilities Lease, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, and the Site and Facilities Lease, or upon the financial condition, assets, properties or operations of the District and the District's ability to make the Lease Payments, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, and the Site and Facilities Lease or the financial conditions, assets, properties or operations of the District or its properties.

(g) Site and Facilities. The Site and Facilities comply with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws. The District is the owner in fee of title to the Site and Facilities. No lien or encumbrance on the Property materially impairs the District's use of the Site and Facilities for the purposes for which they are, or may reasonably be expected to be, held. Except for the Site Lease, there are no existing leases encumbering the Site and Facilities.

(h) Essentiality of Site and Facilities; Insured Value. The Site and Facilities are essential to the operation of the District. The insured value of the Site and Facilities is [\$_____].

(i) Hazardous Substances. The Site and Facilities are free of all hazardous substances, and the District is in full compliance with all applicable Environmental Laws.

(j) Sufficient Funds. The District reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(k) No Defaults. The District has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(l) Financial Statements. The District's audited financial statements for the period ended June 30, 2019, present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Lender as of the Closing Date, there has been no change in the financial condition of the District since June 30, 2019, that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Lease Agreement.

(m) Information. All information, reports and other papers and data furnished by the District to the Lender were, at the time the same were so furnished, complete and accurate in all material respects, to the best of the District's knowledge, and were provided with the expectation that Lender would rely thereon in entering into the transaction. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future impair the District's ability to perform its obligations under this Lease Agreement, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed in writing to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the District's best estimate of the District's future financial performance. To the best of the District's knowledge, no document furnished nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Lease Agreement contains any untrue or misleading statement of a material fact.

(n) Role of Lender. The District acknowledges that (i) the Lender, as the assignee of the Corporation under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District or with respect to this Lease Agreement and the financing related thereto, and (iii) the Lender has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements

applicable to any other party, or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters.

SECTION 2.2. *Covenants, Representations and Warranties of the Corporation.* The Corporation makes the following covenants, representations and warranties to the District as the basis for its undertakings herein contained:

(a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly organized and existing under the Nonprofit Public Benefit Corporation Law of the State of California, has full legal right, power and authority to enter into this Lease, the Site and Facilities Lease, and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery of this Lease, the Site and Facilities Lease, and the Assignment Agreement.

(b) Due Execution. The representatives of the Corporation executing this Lease, the Site and Facilities Lease, and the Assignment Agreement are fully authorized to execute the same pursuant to official action taken by the governing body of the Corporation.

(c) Valid, Binding and Enforceable Obligations. This Lease, the Site and Facilities Lease, and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance their respective terms.

(d) No Conflicts. The execution and delivery of this Lease, the Site and Facilities Lease, and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site and Facilities Lease, and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation or its properties.

(e) Consents and Approvals. No consent or approval of any Lender or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site and Facilities Lease, or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the

Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site and Facilities Lease, or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site and Facilities Lease, or the Assignment Agreement or the financial conditions, assets, properties or operations of the Corporation or its properties.

ARTICLE III

DEPOSIT OF MONEYS; APPLICATION OF PROJECT FUND; RIGHT OF SUBSTITUTION

SECTION 3.1. *Site Lease Payment.* On the Closing Date, the upfront site lease payment (the "Site Lease Payment") equal to \$_____ shall become due and payable under Section 3 of the Site and Facilities Lease. The Corporation shall cause Site Lease Payment, which shall be payable from the net proceeds received by the Corporation from the Lender under the Assignment Agreement, to be transferred by the Lender as set forth in Section 3.2. The District shall be responsible for any other costs related to the execution and delivery of this Lease not described in Section 3.2.

SECTION 3.2. *Transfers by Lender.* For the benefit of the District, the Lender shall transfer the amounts representing the Site Lease Payment (\$_____) as follows:

- (a) To the trustee for the Prior Certificates, in full satisfaction of amounts owed by the District to the holders of the Prior Certificates, \$_____; and
- (b) To the payees set forth in a written certificate of the District delivered to the Lender prior to the Closing Date, for payment of transaction costs, \$_____.

SECTION 3.3. *[Reserved].*

SECTION 3.4. *Substitution of Site and Facilities.* The District shall have, and is hereby granted, the option at any time and from time to time during the Term of this Lease, to substitute other real property and facilities (a "Substitute Property") for the Site and Facilities or any portion thereof (a "Former Property"), provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) The District shall provide to the Corporation and the Lender a certificate of a District Representative which states that (i) substitution of the Substitute Property for the Former Property shall not cause the District to violate any of its covenants, representations and warranties made herein, (ii) the annual fair rental value of such Substitute Property is no less than the maximum annual Lease Payments and anticipated Additional Rental Payments remaining unpaid hereunder at the time of the proposed substitution, (iii) the principal components of the remaining unpaid Lease Payments do not exceed the estimated fair market

value of the Substitute Property, (iv) the Substitute Property serves the public purposes of the District, is essential to the operation of the District, and constitutes property which the District is permitted to lease under the laws of the State of California, (v) the estimated useful life of the Substitute Property at least extends to the date on which the final Lease Payment becomes due and payable hereunder and (vi) no Event of Default has occurred and is continuing under the Lease.

(b) The District shall take all actions and shall execute all documents required to subject the Substitute Property to the terms and provisions of this Lease, including the filing with the Corporation and the Lender an amended Exhibit A, which adds thereto a description of such Substitute Property and deletes therefrom the description of such Former Property, and the recordation of an executed amendment to this Lease containing an amended Exhibit A with the Office of the Sacramento County Recorder, and shall file and cause to be recorded corresponding amendments to the Site and Facilities Lease and Assignment Agreement.

(c) The District shall obtain an CLTA policy of title insurance meeting the requirements of Section 5.6 with respect to the Substitute Property.

(d) The District has received the prior written consent of the Lender.

From and after the date on which all of the foregoing conditions precedent to such substitution are satisfied, the Term of this Lease shall cease with respect to the Former Property and shall be continued with respect to the Substitute Property, and all references herein to the Former Property shall apply with full force and effect to the Substitute Property. The District shall not be entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such substitution.

SECTION 3.5. *Release of Site and Facilities.* The District shall have, and is hereby granted, the option at any time and from time to time during the term of this Lease to remove from this Lease any portion of the Site and Facilities; provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such removal:

(a) The District shall file with the Corporation and the Lender a certificate of a District Representative which states that (i) the annual fair rental value of the remaining Site and Facilities, taking into consideration the removal of the applicable portion of the Site and Facilities, is no less than the maximum annual Lease Payments and anticipated Additional Rental Payments remaining unpaid hereunder at the time of such removal, (ii) the principal components of the remaining unpaid Lease Payments do not exceed the estimated fair market value of the remaining Site and Facilities, (iii) the remaining Site and Facilities continue to serve the public purposes of the District and are essential to the operation of the District, (iv) removal shall not cause the District to violate any of its covenants, representations and warranties made herein and (v) no Event of Default has occurred and is continuing under the Lease.

(b) The District shall file with the Corporation and the Lender an amended Exhibit A to this Lease that deletes the legal description of such Site and Facilities, and record an executed amendment to this Lease containing an amended Exhibit A with the Office of the Sacramento County Recorder, and shall file and cause to be recorded corresponding amendments to the Site and Facilities Lease and Assignment Agreement.

- (c) The District has received the prior written consent of the Lender.

ARTICLE IV

Lease of Site and Facilities; Term of This Lease; Lease Payments

SECTION 4.1. *Lease.* The Corporation hereby leases the Site and Facilities to the District, and the District hereby leases the Site and Facilities from the Corporation, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease shall commence on the date of recordation of this Lease in the Office of the Sacramento County Recorder and shall end September 1, 2037, or such earlier or later date on which this Lease is discharged pursuant to and in accordance with the terms hereof, but under any circumstances not later than September 1, 2047. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 and Section 6.2 relating to the taking of the Site and Facilities in eminent domain proceedings or the sale of the Site and Facilities under threat of such proceedings.

SECTION 4.3. *Possession.* The District has possession of the Site and Facilities on the Closing Date.

SECTION 4.4. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Article IX hereof, the District agrees to pay to the Corporation the Lease Payments (denominated into components of principal and interest) for the Site and Facilities in the respective amounts specified in Exhibit B attached hereto and by this reference incorporated herein, to be due and payable in immediately available funds on the Lease Payment Dates specified in Exhibit B, and to be wire transferred by the District to the Lender on each of the Lease Payment Dates specified in Exhibit B.

The interest component of the Lease Payments set forth in Exhibit B have been calculated using a per annum rate of 3.25% (computed on the basis of a 360-day year and 30-day months). However, notwithstanding the foregoing, from and after an Event of Taxability, the interest component of the Lease Payments shall be calculated at the Taxable Rate, and Exhibit B shall be revised to reflect the same. In addition, from and after the occurrence and continuance of an Event of Default, the interest component shall be at the Default Rate.

(b) Effect of Prepayment. If the District prepays all Lease Payments in full pursuant to Sections 9.1, 9.2 or 9.3, the District's obligations under this Lease shall thereupon cease and terminate, including but not limited to the District's obligation to pay Lease Payments under this Section 4.4. If the District prepays the Lease Payments in part but not in whole pursuant to Section 9.3, the principal components of the remaining Lease Payments shall be reduced on a pro rata basis; and the interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Lease Payments thereby prepaid.

(c) Rate on Overdue Payments. If the District fails to make any of the payments required in this Section 4.4, the payment in default shall continue as an obligation of the District until the

amount in default is fully paid, and the District agrees to pay the amount in default with interest thereon, from the date of default to the date of payment, at the Default Rate.

(d) Fair Rental Value. The Lease Payments and Additional Rental Payments during each Fiscal Year shall constitute the total rental for the Site and Facilities for such Fiscal Year, and shall be paid by the District in each Fiscal Year for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Site and Facilities during each Fiscal Year. The parties hereto have agreed and determined that the total Lease Payments and Additional Rental Payments represent the fair rental value of the Site and Facilities. In making such determination, consideration has been given to the estimated fair market value of the Site and Facilities, other obligations of the parties under this Lease, the uses and purposes which may be served by the Site and Facilities and the benefits therefrom which will accrue to the District and the general public.

(e) Source of Payments; Budget and Appropriation. The Lease Payments and Additional Rental Payments shall be payable from any source of legally available funds of the District, subject to the provisions of Article VI and Section 9.1.

The District covenants to take such action as may be necessary to include all Lease Payments coming due in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. Annually, the District will furnish to the Lender a copy of the adopted budget for the current Fiscal Year, and a certificate of the District Representative stating that the Lease Payments have been included in the final budget of the District for the current Fiscal Year, to the full extent required hereunder. Each such budget and certificate shall be filed within 30 days after the adoption of such budget.

The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

(f) Assignment. The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Lender, and the District hereby assents to such assignment. The Corporation hereby directs the District, and the District hereby agrees to pay to the Lender pursuant to wire instructions provided by the Lender, all payments payable by the District pursuant to this Section 4.4 and all amounts payable by the District pursuant to Article IX.

SECTION 4.5. *Quiet Enjoyment.* Throughout the Term of this Lease, the Corporation shall provide the District with quiet use and enjoyment of the Site and Facilities and the District shall peaceably and quietly have and hold and enjoy the Site and Facilities, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Site and Facilities as provided in Section 7.2.

SECTION 4.6. *Title; No Merger.* At all times during the Term of this Lease, the District shall hold title to the Site and Facilities, subject to the provisions of the Site and Facilities Lease and other Permitted Encumbrances.

Upon payment in full of all Lease Payments and Additional Payments, and the termination of this Lease, all right, title and interest of the Corporation hereunder in and to the Site and Facilities shall be transferred to and vested in the District. Upon the payment in full of all Lease Payments allocable to the Site and Facilities, or upon the deposit by the District of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation hereunder in and to the Site and Facilities shall be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title. This Lease shall not operate as a merger of the District's leasehold estate in the Site and Facilities pursuant to this Lease and its fee estate in the Site and Facilities and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site and Facilities Lease.

SECTION 4.7. *Additional Rental Payments.* If an Event of Default shall occur or upon the request of the District to the Corporation or the Lender requiring their use of outside consultants, in addition to the Lease Payments, the District shall pay when due all amounts required to be paid or incurred by the Corporation to comply with the provisions of the Assignment Agreement (collectively, "Additional Rental Payments"), including without limitation all reasonable costs and expenses of attorneys, auditors, engineers and accountants engaged by the Corporation or the Lender in connection with the Site and Facilities or the performance of their duties hereunder.

All Additional Rental Payments shall be payable as additional amounts of rental hereunder in consideration of the right of the District to the use and occupancy of the Site and Facilities.

ARTICLE V

Maintenance; Taxes; Insurance; Modifications; and Other Matters

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.*

(a) Throughout the Term of this Lease, as part of the consideration for the rental of the Site and Facilities, the District shall maintain the Site and Facilities in good working condition, and all improvement, repair and maintenance of the Site and Facilities shall be the responsibility of the District, and the District shall pay for or otherwise arrange for the payment of all utility services supplied to the Site and Facilities, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Site and Facilities resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Site and Facilities, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease.

(b) The District shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Site and Facilities or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when they become due.

(c) The District may, at the District's expense and in its name, upon notice to the Corporation and the Lender, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation notifies the District that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Site and Facilities will be materially endangered or the Site and Facilities or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation and the Lender.

SECTION 5.2. *Modification of Site and Facilities.*

(a) The District has the right (at its own expense) to remodel the Site and Facilities, or to make additions, modifications and improvements thereto; provided, that the District receives the prior written consent of the Lender with respect to any material additions, modifications or improvements. Notwithstanding the foregoing, Lender acknowledges that, as of the date of this Lease, the District is constructing and/or acquiring various improvements at the Site and Facilities including a downtown park and garden, including outdoor amphitheater, and all such improvements may be undertaken without the prior written consent of the Lender. All additions, modifications and improvements to the Site and Facilities shall thereafter comprise part thereof and be subject to the provisions of this Lease.

(b) Such additions, modifications and improvements shall not in any way damage the Site and Facilities, or cause the Site and Facilities to be used for purposes other than those authorized under the provisions of state and federal law; and the Site and Facilities, upon completion of any additions, modifications and improvements made thereto pursuant to this Section, shall be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

(c) Except for Permitted Encumbrances, the District will not permit any mechanic's or other lien to be established or remain against the Site and Facilities for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District pursuant to this Section; provided that if any such lien is established and the District first notifies or causes to be notified the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Site and Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

SECTION 5.3. *Public Liability and Property Damage Insurance.*

(a) The District shall maintain or cause to be maintained throughout the Term of this Lease, but only if and to the extent available from reputable insurers at reasonable cost in the opinion of the District, a standard comprehensive general insurance policy or policies in protection of the Corporation, Lender, District, and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or

contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Site and Facilities.

(b) Such policy or policies must provide coverage in such liability limits and be subject to such deductibles as the District deems adequate and prudent.

(c) Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of self-insurance by the District, subject to the provisions of Section 5.7, or in the form of the participation by the District in a joint powers agency or other program providing pooled insurance.

(d) The Net Proceeds of such liability insurance shall be applied by the District toward extinguishment or satisfaction of the liability with respect to which paid.

SECTION 5.4. *Fire and Extended Coverage Insurance.*

(a) The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any Facilities leased hereunder by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall include earthquake coverage only if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the District, whose determination is final and conclusive.

(b) Such insurance shall be in an aggregate amount equal to the lesser of (i) 100% of the replacement cost of the Site and Facilities, or (ii) the aggregate principal amount of the remaining Lease Payments due hereunder. All policies of such insurance may be subject to such deductibles as the District deems adequate and prudent.

(c) Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of self-insurance by the District, subject to the provisions of Section 5.7, or in the form of the participation by the District in a joint powers agency or other program providing pooled insurance.

(d) The Net Proceeds of such insurance shall be applied as provided in Section 6.1.

SECTION 5.5. *Rental Interruption Insurance.*

(a) The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Site and Facilities constituting buildings or other improvements as a result of any of the hazards covered in the insurance required by Section 5.4.

(b) Such insurance shall be in an amount at least equal to the maximum Lease Payments coming due and payable during any two consecutive Fiscal Years.

(c) Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of self-

insurance by the District, subject to the provisions of Section 5.7, or in the form of the participation by the District in a joint powers agency or other program providing pooled insurance.

(d) The Net Proceeds of such insurance, if any, shall be applied as provided in Section 6.1.

SECTION 5.6. Recordation Hereof; Title Insurance.

(a) On or before the Closing Date, the District shall, at its expense,

(i) cause the Site and Facilities Lease, this Lease (or a memorandum thereof in form and substance approved by Special Counsel), and the Assignment Agreement to be recorded in the Office of the Sacramento County Recorder, and

(ii) obtain a CLTA title insurance policy insuring the District's leasehold estate hereunder in the Site and Facilities, subject only to Permitted Encumbrances, in an amount at least equal to the aggregate principal amount of the remaining Lease Payments due hereunder.

(b) All Net Proceeds received under any such title insurance policy shall be deposited with the Lender and shall be credited towards the prepayment of the remaining Lease Payments pursuant to Section 9.3.

SECTION 5.7. Form of Policies.

(a) Each policy of insurance required by Sections 5.4 and 5.5 shall name the Lender as loss payee, and the Net Proceeds of any such insurance shall be deposited and used in accordance with Section 6.1. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Lender shall be given 30 days' prior notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby.

(b) The Lender shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

SECTION 5.8. Installation of District's Equipment. The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Site and Facilities. All such items shall remain the sole property of the District, in which neither the Corporation nor the Lender shall have any interest, and may be modified or removed by the District at any time, provided that the District shall repair and restore any and all damage to the Site and Facilities resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the District from purchasing or leasing items to be installed pursuant to this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

SECTION 5.9. *Liens.* The District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Site and Facilities, other than as herein contemplated and except for such encumbrances as the District shall certify in writing to the Lender do not adversely affect the leasehold estate in the Site and Facilities hereunder or the tax exemption of the Lease Payments. Except as expressly provided in this Article, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District shall reimburse the Corporation and the Lender for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.10. *Advances.* If the District fails to perform any of its obligations under this Article V, the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as additional rental hereunder, with interest at the Default Rate.

ARTICLE VI

Damage, Destruction and Eminent Domain; Use of Net Proceeds

SECTION 6.1. *Application of Net Proceeds.*

(a) Establishment of Net Proceeds Fund and Deposit of Net Proceeds. The Net Proceeds of any insurance award resulting from damage to, or destruction of, the Site and Facilities by fire or other casualty, and the Net Proceeds of any taking of the Site and Facilities or any portion thereof in eminent domain proceedings shall be paid to the Lender for immediate deposit by the Lender into an account established in the name of, and for the sole and exclusive use by, the District, such account to be known as the "Sunrise Recreation and Park District Net Proceeds Fund" (the "Net Proceeds Fund"). Any amounts deposited into the Net Proceeds Fund may only be withdrawn pursuant to a requisition by the District pursuant to clause (c) and clause (d) below.

(b) Notification to Lender. If at any time during the Term of this Lease, the Site and Facilities are destroyed or damaged such that the District no longer has beneficial use of the same, or, if the Site and Facilities or any portion thereof are taken in eminent domain proceedings, then the District shall immediately provide written notice of such occurrence to Lender, regardless of the timing of receipt of any Net Proceeds related thereto.

(c) Use of Amounts in Net Proceeds Fund. Subject to the sole and exclusive determination by the District, following the deposit of any Net Proceeds into the Net Proceeds Fund, the District shall requisition amounts in the Net Proceeds Fund pursuant to one or more written requisitions signed by an Authorized Officer of the District delivered to the Lender: (i) to repair the Site and Facilities to beneficial use within 24-months; provided, however, that if the Site and Facilities are not restored to beneficial use within such time period, then the District shall substitute the Site and Facilities at the District's sole cost and expense pursuant to Section 3.4; or (ii) for other District purposes, in which case the District shall first substitute the Site and Facilities, at the District's sole cost and expense, pursuant to Section 3.4; or (iii) to prepay the Lease Payments in accordance with Section 9.3. In any event, if after 24-months the District has not completed (i) or (ii) above, then the District shall apply the Net Proceeds toward prepaying the Lease Payments in accordance with Section 9.3.

(d) Requisitions From Net Proceeds Fund. Each requisition delivered by the District to the Lender pursuant to clause (c)(i) above, shall state: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that such amount is a proper charge against the Net Proceeds Fund and has not been the basis of any previous charge; and (v) in reasonable detail, the nature of the payment obligation. Any requisition complying with the requirements set forth in this clause shall be paid by the Lender within three business days from receipt of such requisition. Any balance remaining in the Net Proceeds Fund after the Site and Facilities have been restored to beneficial use by the District, as certified by an Authorized Officer of the District shall be paid to the District

(e) Corporation to Execute Documents. The Corporation may (but is not required to) in its own name or in the District's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the District hereby grants to the Corporation a power of attorney coupled with an interest to accomplish all or any of the foregoing.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.* If the Site and Facilities are taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease will cease with respect thereto as of the day possession is so taken. If less than all of the Site and Facilities are taken permanently, or if the Site and Facilities are taken temporarily, under the power of eminent domain, (a) this Lease will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto, in an amount to be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Site and Facilities.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The amount of Lease Payments will be abated during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the District of the Site and Facilities or any portion thereof. The amount of such abatement shall be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Site and Facilities that are available for use and occupancy. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease shall continue in full force and effect and the District waives any right to terminate this Lease by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that the proceeds of rental interruption insurance are available to pay Lease Payments which would otherwise be abated under this Section 6.3. The Net Proceeds of any rental interruption insurance shall be paid to the Lender for immediate deposit by the Lender into an account established in the name of, and for the sole and exclusive use by, the District to pay scheduled Lease Payments hereunder, such account to be known as the "Sunrise Recreation and Park District Rental Interruption Insurance Proceeds Fund" (the "Rental Interruption Fund"). Any amounts deposited into the Rental Interruption Fund shall be used solely to make Lease Payments that would otherwise be abated under this Section 6.3.

ARTICLE VII

Other Covenants of the District

SECTION 7.1. *Disclaimer of Warranties.* THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE SITE AND FACILITIES OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SITE AND FACILITIES OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE SITE AND FACILITIES OR A DEALER THEREIN, THAT THE DISTRICT LEASES THE SITE AND FACILITIES AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT.

In no event shall the Corporation or the Lender be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or District's use of the Site and Facilities.

SECTION 7.2. *Access to the Site and Facilities.* The District agrees that the Corporation and any Corporation Representative, and the Corporation's successors or assigns, shall have the right at all reasonable times to enter upon and to examine and inspect the Site and Facilities or any portion thereof. The District further agrees that the Corporation, any Corporation Representative and the Corporation's successors or assigns shall have such rights of access to the Site and Facilities or any portion thereof as may be reasonably necessary to cause the proper maintenance of the Site and Facilities in the event of failure by the District to perform its obligations hereunder, provided, however, that the Lender shall not be required to cause such maintenance to the Site and Facilities.

SECTION 7.3. *Release and Indemnification Covenants.* The District shall and hereby agrees to indemnify and save the Corporation and the Lender and their respective officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of

(a) the use, maintenance, condition or management of, or from any work or thing done on the Site and Facilities by the District,

(b) any breach or default on the part of the District in the performance of any of its obligations under this Lease,

(c) any negligence or willful misconduct of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Site and Facilities,

(d) any intentional misconduct or negligence of any sublessee of the District with respect to the Site and Facilities, or

(e) the acquisition, construction, improvement and equipping of the Site and Facilities, or the authorization of payment of the Site and Facilities Lease Payment.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation or the Lender, or their respective officers, employees, successors or assigns.

SECTION 7.4. *Assignment by the Corporation.* The Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, have been assigned to the Lender pursuant to the Assignment Agreement. The District hereby consents to such assignment.

SECTION 7.5. *Assignment and Subleasing by the District; No Condemnation.*

(a) The District may sublease the Site and Facilities, or any portion thereof, but only after satisfaction of the following conditions:

(i) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District.

(ii) The District shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Lender, a true and complete copy of such sublease.

(iii) No such sublease by the District shall cause the Site and Facilities to be used for a purpose other than as may be authorized under the provisions of the laws of the State of California.

(iv) The District shall furnish the Corporation and the Lender with a written opinion of Special Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal or State of California personal income taxation.

(b) The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any amounts due hereunder remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Site and Facilities. The District 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 District should fail or refuse to abide by such covenant and condemns the Site and Facilities, the appraised value of the Site and Facilities shall not be less than the greater of (i) if the remaining Lease Payments are then subject to prepayment, the principal and interest components of the Lease Payments outstanding through the date of their prepayment, or (ii) if such Lease Payments are not then subject to prepayment, the amount necessary to defease such Lease Payments to the first available prepayment date in accordance with this Lease.

SECTION 7.6. *Amendment of Lease.* The Corporation and the District may at any time amend or modify any of the provisions of this Lease, with the prior written consent of the Lender.

SECTION 7.7. *Private Activity Bond Limitation.* The District shall assure that the proceeds of this Lease are not so used as to cause this Lease to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code (including in connection with any substitution of the Site and Facilities pursuant to Section 3.4).

SECTION 7.8. *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause this Lease to be “federally guaranteed” within the meaning of section 149(b) of the Code.

SECTION 7.9. *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to this Lease.

SECTION 7.10. *No Arbitrage.* The District shall not take, or permit or suffer to be taken by the Lender or otherwise, any action with respect to the proceeds of this Lease which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of execution and delivery of this Lease would have caused this Lease to be “arbitrage bonds” within the meaning of section 148 of the Code.

SECTION 7.11. *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest with respect to this Lease from the gross income of the Lender to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of execution and delivery of this Lease.

SECTION 7.12. *Compliance with Tax Certificate.* The District shall comply with the provisions of the tax certificate and the use of proceeds certificate to be delivered with respect to this Lease, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of this Lease.

SECTION 7.13. *Small Issuer Exemption from Bank Nondeductibility Restriction.* The District hereby designates for purposes of paragraph (3) of Section 265(b) of the Code, and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Lease, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2020.

Section 7.14. *Records and Accounts.* The District will keep proper books of record and accounts, in which complete and correct entries shall be made of all transactions relating to the general fund of the District in each Fiscal Year during the term of this Lease. The District shall cause the books and accounts to be audited annually by an independent accountant and will file a copy of the report of such independent accountant with the Lender within 270 days following the close of each Fiscal Year. Such report may be part of a combined financial audit or report covering all or part of the District’s finances. The District shall also provide the Lender with its interim financial reports and adopted annual budgets, when available, and any other financial information reasonably requested by the Lender.

ARTICLE VIII

Events of Default and Remedies

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events shall constitute an Event of Default hereunder:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder, at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, including failure to provide financial information required above, other than as referred to in the preceding clause (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Lender; *provided, however*, that if the failure stated in the notice can be corrected, but not within such 30 day period, the Corporation and the Lender shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default occurs and continues, the Default Rate shall apply and it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; *provided, however*, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable.

Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation shall have and is granted each and every one of the following remedies.

(a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) of this Section, the District agrees to and shall remain liable for the payment of all Lease Payments and other amounts payable hereunder, and the performance of all conditions herein contained, and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Site and Facilities;

or, if the Corporation is unable to re-lease the Site and Facilities, then for the full amount of all Lease Payments and such other amounts to the end of the Term of this Lease, but the Lease Payments and such other amounts and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of the Lease Payments and such other amounts hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Site and Facilities or the exercise of any other remedy by the Corporation. The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Site and Facilities in the event of default by the District in the performance of any covenants herein contained to be performed by the District and to remove all personal property whatsoever situated upon the Site and Facilities, to place such property in storage or other suitable place in the County of Sacramento for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Site and Facilities and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Site and Facilities in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) of this Section. The District further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Site and Facilities.

(b) Termination of Lease. If an Event of Default occurs and continues hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Site and Facilities, but only to the extent permitted by law. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Site and Facilities by the Corporation in any manner whatsoever or the re-leasing of the Site and Facilities), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and other amounts payable hereunder. Any surplus received by the Corporation from such re-leasing shall be deposited with the Lender. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District covenants and agrees that no

surrender of the Site and Facilities, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) Proceedings at Law or In Equity. If an event of default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. *No Remedy Exclusive*. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses*. If either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 8.5. *No Additional Waiver Implied by One Waiver*. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 8.6. *Application of Proceeds*. All Net Proceeds received from the re-lease of the Site and Facilities under this Article VIII, and all other amounts derived by the Corporation or the Lender as a result of the occurrence of an Event of Default, shall be transferred to the Lender promptly upon receipt thereof.

SECTION 8.7. *Lender to Exercise Rights*. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Lender under the Assignment Agreement for the benefit of the Lender, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Lender as provided in the Assignment Agreement. The District shall not be entitled to terminate this Lease by reason of the Corporation's breach of any of its obligations under this Lease.

ARTICLE IX

Prepayment of Lease Payments

SECTION 9.1. *Security Deposit*.

(a) Notwithstanding any other provision of this Lease, the District may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Lender or other fiduciary an amount of cash which is either

(i) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit B, or

(ii) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant (which opinion shall be addressed to the Lender), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due pursuant to Section 4.4(a),

as the District shall instruct at the time of said deposit.

(b) If a security deposit is made pursuant to this Section with respect to all unpaid Lease Payments, and notwithstanding the provisions of Section 4.2,

(i) all obligations of the District under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only the obligation of the District to make, or cause to be made all of the Lease Payments from such security deposit, and

(ii) pursuant to Section 4.6, title to the Site and Facilities shall vest in the District on the date of said deposit automatically and without further action by the District or the Corporation.

The security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. Optional Prepayment From Amounts Other than Net Proceeds of Insurance or Eminent Domain. The District may prepay the principal components of the Lease Payments, in whole or in part, on any Lease Payment Date, on and after September 1, 2028, at a prepayment price equal to the principal components to be prepaid, together with accrued interest thereon, without premium. Prepayment by the District pursuant to this Section 9.2 may be from any source of funds, other than Net Proceeds of an insurance award or eminent domain award with respect to the Site and Facilities, which shall be governed by Section 9.3. Notice of prepayment by the District under this Section 9.2 shall be provided to the Lender at least 5 Business Days prior to such prepayment, or such shorter period as agreed by the Lender.

SECTION 9.3. Prepayment From Net Proceeds of Insurance or Eminent Domain. As set forth in Section 6.1, the District may prepay the principal components of the Lease Payments, in whole or in part, on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Site and Facilities, without prepayment premium. The District and the Corporation hereby agree that such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, may be credited towards the District's obligations under this Section 9.3.

ARTICLE X

Miscellaneous

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopier or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the District, or the Lender may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District
or the Corporation:

Sunrise Recreation and Park District
7801 Auburn Boulevard
Citrus Heights, CA 95610
Attention: District Administrator
Telephone: 916-725-1585

With a copy to:

County of Sacramento
Office of Budget and Debt Management
700 H Street
Sacramento CA 95814
Telephone: 916-874-5239

If to the Lender:

First Foundation Bank
2233 Douglas Boulevard #300
Roseville, CA 95661
Attention: Trevor Mael
Telephone: 916-724-2423

SECTION 10.2. *Binding Effect.* This Lease shall inure to the benefit of and shall be binding upon the Corporation and the District, and their respective successors and assigns.

SECTION 10.3. *Severability.* In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third-Party Beneficiary.* The Lender shall be and is hereby made a third-party beneficiary hereunder with all rights of a third-party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site

and Facilities hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease shall be governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Corporation and District Representatives.* Whenever under the provisions of this Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the District by a District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

SECTION 10.11. *Judicial Reference.* TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

IN WITNESS WHEREOF, the Corporation and the District have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**SACRAMENTO COUNTY PUBLIC
FACILITIES FINANCING CORPORATION,**
as lessor

By _____

Attest:

Secretary

**SUNRISE RECREATION AND PARK
DISTRICT,** as lessee

By _____
Dave Mitchell
District Administrator

Attest:

Clerk of the Board

EXHIBIT A

DESCRIPTION OF THE SITE AND FACILITIES

The real property referred to herein is situated in the State of California, County of Sacramento, and described as follows:

EXHIBIT B

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment
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Totals
