

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wendy M. Hagen Bowen
First American Title Insurance Company
3281 East Guasti Road, Suite 400
Ontario, CA 91761
909-510-6225

CONSENT AND AGREEMENT REGARDING GROUND LEASE

This Consent and Agreement Regarding Ground Lease (this "Agreement") dated MARCH 25 2016, is made among **GOLDEN STATE FC, LLC**, a Delaware limited liability company ("Tenant"), **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("Ground Lessor"), and **OSR DEVELOPMENT, LLC**, a California limited liability company ("Landlord").

Recitals

- A. Ground Lessor is the owner of certain property commonly known as 555 E. Orange Show Road, San Bernardino, CA 92408, legally described on Exhibit A (the "Property").
- B. Ground Lessor ground leases the Property to Landlord pursuant to that certain Ground Lease Agreement dated as of May 20, 2014 (the "Ground Lease").
- C. Tenant is the subtenant under a Lease Agreement with Landlord dated MARCH 25 2016 (as it may from time to time be renewed, extended, amended or supplemented, the "Lease"), pursuant to which Tenant subleases all of the Property from Landlord (the "Premises").
- D. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Lease. Subject to the terms and conditions of this Agreement, Ground Lessor hereby consents to the Lease.

2. Subordination. Subject to the terms and conditions of this Agreement, the Lease shall be subject and subordinate at all times to the Ground Lease, and to all of the covenants, agreements, terms provisions and conditions of the Ground Lease. Except as specified herein, nothing in this Agreement nor anything contained in the Lease shall serve to modify the Ground Lease, increase the obligations or diminish the rights of Ground Lessor thereunder, or increase the rights or diminish the obligations of Landlord thereunder. Landlord, Ground Lessor, and Tenant agree as follows:

(a) Subject to the terms and conditions of the Lease, Ground Lessor recognizes Tenant's set off, abatement, termination and/or right of first offer/right of first refusal rights under the Lease;

(b) The terms of **Section 15 and 16** of the Lease supersede applicable terms of the Ground Lease, and, provided the Lease and the Ground Lease remain in effect, as between Ground Lessor and Landlord, Landlord shall control the disposition of the insurance proceeds or any condemnation award;

(c) The terms of the right of first offer/right of first refusal to purchase Landlord's leasehold interest in the Property as set forth in the Lease ("**ROFO/ROFR Right**") are subject to the terms of Article VI of the Ground Lease; provided, however, that Ground Lessor shall have no right to disapprove an assignment of Landlord's interest in the Ground Lease to Tenant (or any Permitted Transferee exercising the ROFO/ROFR Right) pursuant to the exercise of the ROFO/ROFR Right if Tenant (or any Permitted Transferee exercising the ROFO/ROFR Right) provides prior notice to Ground Lessor and delivers to Ground Lessor a fully executed guaranty in the form of Exhibit B attached hereto from Amazon.com, Inc. at least ten (10) days before the date of the closing of the sale set forth in the purchase agreement. The executed Guaranty shall be held in escrow by Ground Lessor pending consummation of the closing and shall be promptly returned to Tenant or its Permitted Transferee, as applicable, if the closing fails to occur for any or no reason whatsoever;

(d) Any Tenant's Property, including, but not limited to, racking, shelves, fixtures, antenna, generator, furnishings, furniture, equipment, accounts receivable, inventory or other personal property, however installed or located on the Premises, shall be and remain the property of Tenant and may be installed, modified, and removed at any time and from time to time during the term of the Lease without Ground Lessor's consent. In no event (including a default under the Lease by Tenant) shall Ground Lessor have any lien or other security interest in, or right to distrain, any of Tenant's Property located in the Premises or elsewhere, and Ground Lessor hereby expressly waives and releases any lien or other security interest or right of distraint, however created or arising. Ground Lessor shall execute a reasonable lien waiver and access agreement requested by a reputable institutional lender providing financing for the Tenant's Property so long as such party agrees (1) to provide Ground Lessor with at least five (5) days' prior notice before exercising any remedy to remove any Tenant Improvements or Tenant's Property, (2) to allow a representative of Ground Lessor to be present during the exercise of any such remedy, (3) to repair and restore any damage caused by the removal of the Tenant Improvements or Tenant's Property, (4) to carry at least the same level of insurance as required of Tenant under the Lease during any time that such third party is on the Property, (5) to indemnify, defend and hold harmless Ground Lessor from any claims arising out of or relating to the financing party's exercise of its rights under the subordination agreement, and (6) there will be no private or public auctions conducted at the Premises;

(e) Any access on the part of Ground Lessor or its agents, employees, representatives or contractors to the Premises (including, without limitation, Ground Lessor's entry to cure any failure by Landlord under the Ground Lease) shall be made only in strict compliance with the terms of the Lease concerning notice, security, access and confidentiality;

(f) Landlord shall remain responsible for any repair, maintenance or replacement that is the obligation of Landlord under the Lease;

(g) Subject to the terms and conditions of the Lease, Tenant may take over any of Landlord's maintenance obligations under the Lease;

(h) The terms of **Section 9** of the Lease supplement applicable terms of the Ground Lease, and Landlord shall comply with the greater requirements;

(i) As between Landlord and Tenant, Tenant's obligation to pay Rent under the Lease shall commence on the Commencement Date;

(j) The Permitted Use shall be those uses described in **Section 3** of the Lease.

(k) Subject to the terms and conditions of the Lease, Tenant may Transfer the Lease to a Permitted Transferee (as defined in the Lease) without Ground Lessor's consent. Subject to the terms and conditions of the Lease, in the event of a Transfer which results in the release of Tenant's obligations under the Lease, Tenant shall be released from all obligations under this Agreement;

(l) The removal of Tenant's Property and any Tenant-Made Alterations shall be governed by the requirements of the Lease; and

(m) The terms of **Section 30** of the Lease supersede applicable terms of the Ground Lease; provided, however (i) in no event shall Ground Lessor be deemed to have made the representations and warranties of Landlord contained therein, (ii) as between Ground Lessor and Landlord, the provisions of the Ground Lease shall control; and (iii) Landlord shall deliver to Ground Lessor copies of any notifications delivered to Landlord pursuant to **Section 30** of the Lease.

3. **Non-Disturbance.** Ground Lessor agrees that so long as no Event of Default exists on the part of Tenant under the Lease, then:

(a) Tenant's right of quiet possession of the Premises under the terms of the Lease shall not be disturbed or interfered with or in any way limited by Ground Lessor in the exercise of any of its rights under the Ground Lease, and

(b) Ground Lessor will not join Tenant as a party defendant under the Ground Lease in any exercise of such party's rights and remedies arising upon default under the Ground Lease by Landlord unless applicable law requires Tenant to be made a party and Tenant's possession of the Premises under the Lease shall not be disturbed, terminated or interfered with by Landlord except to the extent permitted under the Lease.

4. **Attornment.** In the event of any termination of the Ground Lease prior to the termination of the Lease (without fee simple title to the Property transferring to the Landlord), so long as no Event of Default exists on the part of Tenant under the Lease, Ground Lessor shall assume the rights, liabilities and obligations of Landlord under the Lease, excluding Landlord's indemnification obligations in favor of Tenant Parties set forth in the Lease (and Tenant shall accept and consent to such assumption and attorn to Ground Lessor), in which case this Agreement shall terminate.

5. **Subordination.** The Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, hereafter created on or against the Property, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, provided that the holder of such mortgage has executed, acknowledged and delivered to Tenant a commercially reasonable Subordination, Attornment and Non-Disturbance Agreement ("SNDA") as further described in **Section 27** of the Lease.

6. **Cure of Default.** Ground Lessor agrees that in the event of any default or event of default by Landlord under the Ground Lease, Ground Lessor shall give written notice thereof to Tenant as set forth in the Lease (or such other address as Tenant may indicate by notice hereafter to Ground Lessor in writing). Tenant shall have the right (but not the obligation) to cure such default or failure within thirty (30) days following receipt of such notice from Ground Lessor; and Ground Lessor shall not take any action with respect to such failure under the Ground Lease, including, without limitation, any action intended to terminate, rescind or avoid the Ground Lease, for such period of thirty (30) days after receipt of such written notice by Tenant; provided, however, that in the case of any non-monetary default which cannot with diligence be cured within said thirty (30) day period, if Tenant shall proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure. Without limiting the foregoing, Ground Lessor agrees that no default and no termination of the Ground Lease, in connection therewith shall be effective unless notice shall first have been given to Tenant in accordance with the terms of this Agreement. Ground Lessor further agrees that where any default under the Ground Lease is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of the Landlord, Tenant shall have the option (upon written notice to Ground Lessor) to enter into a new lease with Ground Lessor, on substantially the same terms as the Lease for the then remaining term of the Lease following the termination of the Ground Lease, or the rejection of the Ground Lease, by a bankruptcy trustee under applicable laws. Tenant shall not be obligated to perform the obligations under the Ground Lease unless and until Tenant executes a written assumption of said obligations.

7. **Representations.** Ground Lessor represents and warrants to Tenant that (i) it owns the Property in fee simple, subject only to the Permitted Exceptions and the Ground Lease; and (ii) no default or event of default exists under the Ground Lease.

8. Amendments to Ground Lease. Ground Lessor acknowledges and agrees that the Lease provides that Landlord shall not amend or modify the Ground Lease without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed so long as any such amendment would not materially and adversely impact Tenant's business operations, the Permitted Uses, or materially increase Tenant's costs.

9. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement, and if to Tenant, to the addresses set forth below (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given as of the date of first attempted delivery at the address and in the manner provided herein.

IF TO LANDLORD:

OSR Development, LLC
c/o Hillwood Investment Properties
3090 Olive Street, Suite 300
Dallas, TX 75219
Attn: Dewitt T. Hicks III

With a copy to:
Hillwood Development Company, LLC
3090 Olive Street, Suite 300
Dallas, TX 75219
Attn: Chief Legal Officer

IF TO TENANT:

Golden State FC, LLC
c/o Amazon.com, Inc.
Attention: Real Estate Manager - (SNA7)
410 Terry Ave. N
Seattle, WA 98109-5210

With a copy to:

Golden State FC, LLC
c/o Amazon.com, Inc.
Attention: General Counsel - (SNA7)
410 Terry Ave. N
Seattle, WA 98109-5210

IF TO GROUND LESSOR:

The City of Riverside
3900 Main Street
Riverside, California 92522
Attn: Public Utilities/Property Division

10. Miscellaneous.

(a) Except as otherwise expressly provided in Section 2(c) hereof, this Agreement shall not be construed as a consent by Ground Lessor to any other or further subletting by either Landlord or Tenant or to any assignment of the Ground Lease or Lease.

(b) Except as otherwise expressly provided herein, this Agreement supersedes any inconsistent provision of the Ground Lease or Lease.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns; provided, however, that in the event of the assignment or transfer of the interest of any party, all obligations and liabilities of the assigning party under this Agreement which arise after the effective date of such assignment or transfer shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the applicable party's interest is assigned or transferred. In the event of a transfer or assignment by Ground Lessor or Landlord, such party must transfer or assign its interests in this Agreement to the assignee party.

(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE UNITED STATES FEDERAL LAW.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(h) Each party shall be entitled to specific performance of the covenants, rights, and agreements contained herein. All remedies provided at law or in equity, including the right to specific performance, shall be cumulative.

(i) Neither Ground Lessor nor Tenant shall be liable to the other for consequential damages, such as lost profits or interruption of either party's business.

(j) This Agreement may be executed in one or more counterparts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

Tenant:

GOLDEN STATE FC, LLC, a Delaware limited liability company

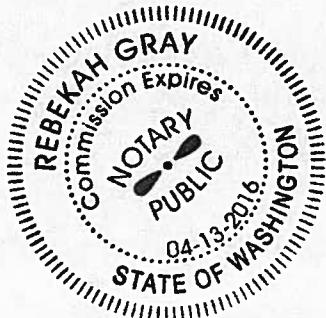
By: Dean C. Fullerton
Name: Dean C. Fullerton
Title: Vice President
Date: _____

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 WASHINGTON
COUNTY OF KING

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that on _____, 2016, Dean C. Fullerton, personally known to me to be the Vice President of **GOLDEN STATE FC, LLC**, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered the said instrument, pursuant to authority given by said company, as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



Rebekah Gray
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Ground Lessor:

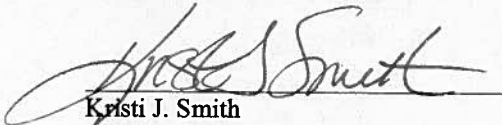
CITY OF RIVERSIDE, a California charter city and
municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Colleen Nicol
City Clerk

APPROVED AS TO FORM:


Kristi J. Smith
Chief Assistant City Attorney

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 RIVERSIDE

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that on _____, 2016, _____, personally known to me to be the _____ of **CITY OF RIVERSIDE**, a California charter city and municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to authority given by the City of Riverside, as the free and voluntary act and deed of the City of Riverside, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Landlord:

OSR DEVELOPMENT, LLC, a California limited liability company

By: Dewitt T. Hicks, III

Printed: Dewitt T. Hicks, III
Title: Executive Vice President

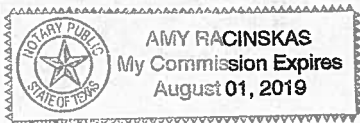
Date: 3/25/2016

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 TEXAS
COUNTY OF DALLAS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that on March 25, 2016, Dewitt T. Hicks, III personally known to me to be the E.V.P. of **OSR DEVELOPMENT, LLC**, a California limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such E.V.P., he/she signed and delivered the said instrument, pursuant to authority given by said company, as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



Amy Racinkas
Notary Public ID# 128692547

My Commission Expires: 8/1/19

[NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

PARCEL 2 OF PARCEL MAP NO. 19487 ON FILE IN BOOK 245 PAGES 54 THROUGH 58 OF
PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXHIBIT B

PARENT GUARANTY

This Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc., a Delaware corporation ("Amazon.com") to and for the benefit of CITY OF RIVERSIDE, a California charter city and municipal corporation ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Ground Lease (as defined below).

Recitals

- A. [_____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary") has acquired the leasehold interest of OSR Development, LLC, a California limited liability company ("OSR") under that certain Ground Lease Agreement dated May 20, 2014 between OSR and Beneficiary (as amended from time to time, "Ground Lease") a copy of which is attached as Exhibit A hereto.
- B. In order to be assured of payment under the Ground Lease, Subsidiary has agreed to deliver Amazon.com's guaranty of the performance of Subsidiary's payment obligations under the Ground Lease as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to consent to Subsidiary becoming the "Lessee" under the Ground Lease, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary the performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Ground Lease.
2. Amazon.com shall perform all payment obligations under this Guaranty strictly in accordance with the terms and conditions of the Ground Lease. Amazon.com represents and warrants that it has a material economic interest in Subsidiary and that the assignment of OSR's rights under the Ground Lease to Subsidiary will be of direct benefit to Amazon.com, whether or not Amazon.com ever occupies any portion of the Leased Premises. Amazon.com further covenants and agrees that this Guaranty shall be and remain in full force and effect as to any renewal, modification, amendment, or extension, or any holdover by Subsidiary under the Ground Lease.
3. Amazon.com waives (a) presentment and demand for payment of any indebtedness to Subsidiary, and (b) protest and notice of dishonor or default to Subsidiary to which Subsidiary might otherwise be entitled under a guaranty.
4. This Guaranty is an absolute and unconditional guaranty of payment and not of collection. Amazon.com agrees that it is not necessary for Beneficiary, in order to enforce this Guaranty, to institute suit or exhaust its legal remedies against Subsidiary; but the sole condition precedent to enforcement of the obligations of Amazon.com hereunder are that Subsidiary does not perform its payment obligations in accordance with the terms of the Ground Lease.
5. This Guaranty is governed as to its validity, construction and performance by the laws of the State of California, without regard to its conflict of law provisions.
6. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Ground Lease have been performed as set forth in the Ground Lease, subject to Section 1 above.
7. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their

respective successors and assigns. No modification or amendment of this Guaranty is effective unless executed by Amazon.com and consented to by Beneficiary in writing, and no cancellation of this Guaranty is valid unless executed by Beneficiary in writing.

8. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation under the Ground Lease, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations under the Ground Lease; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
9. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. Real Estate Manager

Courier

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn. Real Estate Manager

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (OPS Real Estate/SNA7)

With a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn. General Counsel (OPS Real Estate/SNA7)

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 9.

THIS WRITTEN GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT WRITTEN AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

AMAZON.COM, INC.,
a Delaware corporation

By: _____
Printed Name: _____
Its: _____
Date Signed: _____

EXHIBIT A
GROUND LEASE
(SEE ATTACHED)