

# COUNTY OF MONTEREY

## STANDARD LEASE AGREEMENT



**LEASED PREMISES:** 365 Walnut Avenue, Suite A  
Greenfield, California 93927  
(The Vines at Greenfield)

**DEPARTMENT:** Board of Supervisors (3<sup>rd</sup> District)

**LESSOR:** OM Management and Business Associates, Inc.  
11606 Harrington Street  
Bakersfield, California 93311

# COUNTY OF MONTEREY STANDARD LEASE AGREEMENT

## PREAMBLE

THIS LEASE AGREEMENT ("Lease") is made by and between **OM Management and Business Associates, Inc** ("LESSOR") and the **COUNTY OF MONTEREY**, a political subdivision of the State of California ("LESSEE"), (sometimes collectively referred to as "the parties") as of the last date opposite the respective signatures below, and effective as of the "Lease Commencement Date" as defined in **Article 2.1** "Lease Term" below.

Whereas, the parties understand and agree that the following Lease Exhibits are attached and incorporated by this reference:

EXHIBIT A1	DESCRIPTION OF PREMISES
EXHIBIT A2	PARKING PLAN
EXHIBIT B	EVIDENCE OF SEISMIC ADEQUACY
EXHIBIT C-1	PREMISE IMPROVEMENT AGREEMENT
EXHIBIT C-2	PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS
EXHIBIT C-3	CONSTRUCTION SCHEDULE
EXHIBIT C-4	PREMISE IMPROVEMENT COSTS
EXHIBIT C-5	REMEDATION CONTRACTOR SPECIFICATIONS
EXHIBIT D	SUMMARY OF SERVICES AND UTILITIES
EXHIBIT E	SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES
EXHIBIT F	SERVICE CONTACT LIST
EXHIBIT G	CUSTODIAL SERVICE SPECIFICATIONS
EXHIBIT H	CALIFORNIA PROPOSITION 65 WARNING

LESSOR and LESSEE hereby agree as follows:

## ARTICLE 1 – PREMISES

1.1 **Description:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **365 Walnut Avenue, Suite A, Greenfield, California 93927** and described as follows: General offices consisting of approximately **1,800** rentable square feet of space, (the "Premises"), as designated in **EXHIBIT A1 – DESCRIPTION OF PREMISES - Floor Plan**, which is attached and incorporated herein. The term "rentable square feet" shall be used as defined by the Building Owners and Managers Association ("BOMA").

1.2 **Non-Exclusive Use Areas:** LESSEE shall also have the non-exclusive right to use, in common with other tenants in the building, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, and common walkways and sidewalks necessary for access to the Premises.

1.3 **Parking Areas:** LESSEE shall have the right to use in common with other lessees or occupants of the building or complex the non-exclusive and three (3) exclusive parking spaces as shown on **EXHIBIT A2 – PARKING PLAN** which is incorporated by this reference. Exclusive parking spaces shall be subject to City of Greenfield Planning and Building Department approval.

**1.4 Compliance with the "Americans with Disabilities Act of 1990" (ADA):** LESSOR shall ensure that the Premises and the non-exclusive areas of the building as described in **Article 1.2** are in compliance with the Americans with Disabilities Act of 1990 ("ADA" or "Act"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA.

**1.5 Compliance with "No Smoking Law" (2003 Assembly Bill 846):** If requested by LESSEE, LESSOR shall ensure that the Premises and the non-exclusive areas of the building as described in **Article 1.2** are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

**1.6 Evidence of Seismic Adequacy:** Prior to the Lease Commencement Date specified in Section 2.1 below, LESSOR shall provide LESSEE with official documentation from the City of Greenfield Building and Planning Department evidencing the construction date of the building the Premises is a part of. Said official documentation shall be attached as **EXHIBIT B – EVIDENCE OF ADEQUACY**, and incorporated by this reference.

## **ARTICLE 2 - TERM**

**2.1 Lease Term:** The term of this Lease (the "Lease Term") shall be for **three and one-half (3.5) years**, commencing upon completion of Premise Improvements which is **estimated to be July 1, 2019** ("Lease Commencement Date"), and **ending December 31, 2022**, with such rights of termination and extension of the Lease Term as are hereinafter set forth.

**2.2 Extended Term:** Upon completion of the initial Lease Term, the LESSEE may renew the Lease for one (1) additional **four (4) year** term ("First Extended Term"), and upon the expiration of the First Extended Term, the LESSEE may renew the Lease for a second additional **four (4) year** term ("Second Extended Term"). LESSEE shall give LESSOR advance written notice of its intent to renew **ninety (90) days** prior to expiration of the initial Lease Term or First Extended Term.

As an incentive for LESSEE to extend the Lease, the LESSOR shall set the monthly rent of the First Extended Term at \$1.80 per rentable square foot per month, and the monthly rent of the Second Extended Term at \$1.75 per rentable square foot per month.

## **ARTICLE 3 - RENT**

In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises the initial sum of **Three Thousand, Three Hundred, Thirty Dollars and 00/100 (\$3,330.00)** payable on or before the first day of each month. LESSEE shall commence rental payments upon occupancy ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Rent shall be payable to LESSOR at the address specified in Article 6 or at such other address as LESSOR may from time to time designate in writing. **Monthly rent shall include LESSEE'S proportional share of real estate taxes, assessments, insurance (liability and fire), common area maintenance and utilities, and Monterey Regional Water Pollution Control (MRWPCA) fee for the Premises.** *[Initial monthly rent is computed as follows: Base rent of \$1.85 per square foot per month for the initial term of the Lease.]*

As an incentive for the LESSEE to lease the Premises, LESSOR agrees to waive the monthly rent for the **four (4) month(s)** of the initial Lease Term to offset telephone and data cabling, and moving costs paid by LESSEE.

## **ARTICLE 4 – ANNUAL RENT ADJUSTMENT**

**[INTENTIONALLY LEFT BLANK]**

## ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon **sixty (60) days** written notice, solely on the condition that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Lease in order to lease other premises for a similar purpose within the **Cities of Soledad, Greenfield and/or King City**. LESSEE represents that its intent is not to exercise its rights under this Article unless financial conditions prevent the Monterey County Board of Supervisors from budgeting funds for this Lease.

## ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To LESSOR: OM Management and Business Associates, Inc. c/o Samir Mohan, President 11606 Harrington Street. Bakersfield, California 93311 Phone: 661-699-5194 Email: sam.bakersfieldclubs@gmail.com	To LESSEE: County of Monterey  RMA-Administrative Services c/o Real Property Specialist 1441 Schilling Place, South Bldg., 2 <sup>nd</sup> Fl Salinas, California 93901 Phone: 831-755-4859 Email: <a href="mailto:salcidog@co.monterey.ca.us">salcidog@co.monterey.ca.us</a>
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Rent payments shall be made to (need not be sent certified): **OM Management and Business Associates, Inc.**, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or **five (5) days** after mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated property management agent shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. LESSOR or LESSOR'S designated property management agent shall subscribe to a 24-hour, seven (7) days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. **Emergency answering service phone number for LESSOR is 661-699-5194.**

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24-hour, seven (7) days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. **Emergency answering service phone number for LESSEE is 831-212-0378.**

If applicable, LESSOR'S designated property management shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

## ARTICLE 7 - PREMISE IMPROVEMENTS

7.1 ***Premise Improvements:*** Prior to the Lease Commencement Date, LESSOR shall construct Premise Improvements and make installations in the Premises (collectively "Premise Improvements") in accordance with those provisions of the attached **EXHIBIT C-1 - PREMISE IMPROVEMENT AGREEMENT** incorporated by this reference, and **EXHIBIT C-2 - PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS** incorporated by this reference which describe construction, and within the time frame detailed in **EXHIBIT C-3 - CONSTRUCTION SCHEDULE** incorporated by this reference.

**7.2 Cost of Premise Improvements:** LESSOR shall bear all cost of Premise Improvements constructed by LESSOR, or under LESSOR'S direction. LESSOR's cost for LESSEE specified Premise Improvements shall be capped at One Hundred Seventeen Thousand Dollars (\$117,000), or Sixty-Five Dollars (\$65) per rentable square foot as described in **Article 1.1** above.

LESSOR and LESSEE shall be in agreement of all Premise Improvement costs (presented in itemized format) prior to commencement of construction. Premise Improvement costs shall include costs associated with architectural, engineering, building permits, inspection or supervision. LESSOR and LESSEE approved Premise Improvement costs shall be attached as **EXHIBIT C-4 – PREMISE IMPROVEMENT COSTS** which shall be incorporated by this reference upon completion.

**7.3 Premise Improvement Warranties:** LESSOR warrants to LESSEE that all materials and equipment furnished by LESSOR in its improvement of the Premises shall be new unless otherwise specified in the Premise Improvement Agreement, and that all of LESSOR'S work to be performed under the Premise Improvement Agreement shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final requirements of the Premise Improvement Agreement. Any of LESSOR'S work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Premise Improvements, LESSOR shall, following written notice from LESSEE, unconditionally make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, LESSOR shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to LESSEE, to correct latent defects in the Premises.

#### **ARTICLE 8 - NOTICE OF COMPLETION**

LESSOR will be responsible to insure that a properly prepared Notice of Completion is filed with the County Clerk-Recorder's Office on all construction and remodeling work performed as a result of this Lease Agreement. The Notice of Completion form will be filed within ten (10) working days after the LESSOR and the LESSEE have concurred that the construction is complete.

#### **ARTICLE 9 - PUBLIC WORKS LAWS**

Under Section 1720.2 of the California Labor Code, any construction contract to improve the space to be leased by the County of Monterey for government services may be considered a 'public work' if certain conditions are met. If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as periodically amended.

#### **ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY**

It shall be LESSOR'S responsibility to remove any prior LESSEE in the Premises.

#### **ARTICLE 11 - USE**

**11.1 Use:** LESSEE shall use the Premises for general offices. LESSEE may alter said use to any lawful purpose, upon the written consent of LESSOR, which consent shall not be unreasonably withheld.

11.2 **Compliance with Laws:** LESSOR represents and warrants to LESSEE that, to the best of LESSOR'S knowledge, the construction (including all LESSOR constructed Premise Improvements), the current and proposed uses, and the operation of the Premises and the non-exclusive areas of the building as described in **Article 1.2** are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment used to meet LESSEE'S operational needs.

11.3 **Hazardous Substances:** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the demised premises prior to LESSEE'S occupancy of the demised premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, unless caused by LESSEE, its agents, employees, invitees or guests. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or PCB containing material.

11.4 **Environmental Hazards – Remedial Contractor Specification:** LESSOR hereby warrants and guarantees that the Premises and the non-exclusive areas of the building as described in **Article 1.2** will be maintained free of all Environmental Hazards (including asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency, "EPA" guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSOR further agrees to contract with a qualified remedial contractor to provide remedial services as specified in **EXHIBIT C-5 – REMEDIATION CONTRACTOR SPECIFICATIONS** on an as needed basis. LESSOR specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSOR'S responsibility unless caused by LESSEE, its agents, employees, invitees or guests.

LESSEE may request that LESSOR hire a qualified industrial hygienist, approved by LESSOR and LESSEE, to perform indoor air quality testing/surveying for the Premises and the non-exclusive areas of the building as described in **Article 1.2** with the understanding that if test results reveal that unacceptable levels (as determined by EPA guidelines) of Environmental Hazards are not present, LESSEE will reimburse LESSOR the cost of the testing within thirty (30) day of receipt of invoice from LESSOR. By providing for and requesting air quality testing, LESSOR'S duties and obligations are not diminished and LESSEE does not assume or agree to share in LESSOR'S duties and obligations in respect of maintenance of the Premises.

LESSEE shall immediately notify LESSOR of any suspected Environmental Hazards.

11.5 **Acceptance of Premises:** By entry hereunder, LESSEE accepts the Premises as being in good and sanitary order, condition and repair.

## **ARTICLE 12 - SIGNS AND FIXTURES**

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to the adopted **Walnut Avenue Specific Sign Plan** and approval by the LESSOR, which approval shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will restore the Premises to their original conditions. Any trade fixtures, equipment, furniture, demountable walls, and other property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises, provided the Premises are restored to acceptable condition. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

### ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities shall be furnished and the cost borne as outlined in **EXHIBIT D – SUMMARY OF SERVICES AND UTILITIES**, which is incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises and the non exclusive areas of the building as described in **Article 1.2** for which LESSOR is responsible, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within five (5) days after written notice, and, in addition to any other remedy LESSEE may have, may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. As stated in **EXHIBIT D**, the term “adequate” shall mean sufficient enough to ensure the health, safety and general well being of the occupants or invitees of the Premises; the term “deemed necessary” shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well being of the occupants and or invitees of the Premises.

### ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 **LESSOR and LESSEE Obligations:** The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in **EXHIBIT E – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**, which is incorporated by this reference. As stated in **EXHIBIT E**, the term “deemed necessary” shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well being of the occupants and or invitees of the Premises.

14.2 **Negligent Acts or Omissions of LESSEE:** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, or invitees.

14.3 **Failure of LESSOR to Make Repairs:** If LESSOR fails to maintain the Premises and the non-exclusive areas of the building as described in **Article 1.2** or to make the repairs required in this article in a satisfactory manner within a reasonable time after written notification from LESSEE, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

LESSOR agrees to perform all emergency repairs involving the Premises and the non-exclusive areas of the building as described in **Article 1.2** with the utmost urgency. An emergency repair is a repair that is necessary in order to protect health and safety of persons or public property or to save the building's integrity. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in **EXHIBIT F – SERVICE CONTACT LIST** to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.

14.4 **LESSOR's Obligations in Applying or Installing Noxious Substances:** LESSOR, its officers, employees, and agents shall not apply or install any substance as part of any building construction, remodel, renovation, maintenance or repair which would cause an injurious, unsafe or hazardous condition to occupied spaces without prior notification of the LESSEE. Prior notification and approval shall be made at least 48 hours prior to the desired application or installation time to the LESSEE as identified under **Article 6**. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator or installer to the LESSEE. Examples of such substances or materials may include, but are not limited to, the following:

- a. Termite Control Materials
- b. Pesticides
- c. Paint (excluding routine minor touch up in the common areas)
- d. Water Treatment Chemicals
- e. Carpeting, Pressed Wood Products, Insulation, Plastics and Glues
- f. Texture and Joint Compounds
- g. Roofing Material
- h. Construction Cleaning Solutions
- i. Any other substance that is or could be construed as hazardous (excluding common janitorial cleaning supplies).

In the event of any building construction, remodel, renovation, maintenance or repair to the Premises or other areas to the building which the Premises is a part of, LESSOR, to the best of LESSOR'S ability, shall exercise precautionary and protective measures to ensure the health, safety and general well being of the occupants and or invitees of the Premises. Examples of precautionary and protective measures may include, but may not be limited to:

- a. Isolating or disconnecting heating ventilation and air-conditioning (HVAC) systems.
- b. Performing work on the weekends and/or outside normal business hours.
- c. Installing appropriate plastic containment systems for egress and egress to and from the building construction, remodel, renovation, maintenance or repair area.
- d. Using a HEPA vacuum to clean up dust and debris from the Premises after work is done.

No activities shall be taken (or fail to be taken) that would violate any Federal or Cal OSHA standards.

#### **ARTICLE 15 - SERVICE COMPANIES**

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **EXHIBIT F**) of the names, addresses and telephone numbers of any agencies or persons convenient to LESSEE as a local source of services with regard to LESSOR'S responsibilities under **EXHIBIT D** and **EXHIBIT E** of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty from LESSOR and shall have the right to offset the cost of such service as provided in **Article 14.3**.

#### **ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS**

16.1 **Alterations:** Except for the Premise Improvements, no alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

16.2 **Condition at Termination:** LESSEE may remove any fixtures, machinery and equipment installed in the Premises by LESSEE upon the termination of this Lease, if LESSEE is not then in default under this Lease and if LESSEE repairs any damage to the Premises caused by such removal. Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty, and alterations approved by LESSOR excepted.

16.3 **Mechanic's Liens:** LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

#### **ARTICLE 17 - ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

#### **ARTICLE 18 - ENTRY BY LESSOR**

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business. Such entry shall also be done in accordance with **Article 30.7** of this Lease.

#### **ARTICLE 19 - INSURANCE AND INDEMNIFICATION**

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised Premises and arising out of the use of the demised Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.



LESSEE shall maintain public liability and property damage coverage or program of self insurance with liability limits of not less than \$1,000,000 for injury or death to one or more persons and property damage limits of not less than \$50,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises.

LESSOR, during the terms hereof, shall indemnify, defend and save harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the LESSOR, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSEE.

LESSOR agrees that it will keep insured against loss or damage by fire, to at least eighty percent (80%) of the full fair insurable value thereof, the building on the demised Premises or of which the demised premises are a part.

#### **ARTICLE 20 - WAIVERS OF SUBROGATION**

LESSOR and LESSEE each hereby waive any right of recovery against the other due to loss of or damage to the property of either LESSOR or LESSEE when such loss of or damage to property arises out of the acts of God or any other property perils whether or not such perils have been insured, self-insured or non-insured.

#### **ARTICLE 21 - DESTRUCTION**

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within sixty (60) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease. LESSEE shall assist LESSOR with obtaining all applicable building permits if necessary.

Parties understand that, in normal circumstances, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. Lessor warrants to diligently pursue issuance of said permits.

If LESSEE remains in possession of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the rentable square feet LESSEE is thus precluded from occupying, bears to the total rentable square feet in the Premises. "Rentable square feet" shall mean actual inside dimensions and shall not include public areas.

## **ARTICLE 22 - DEFAULT BY LESSEE**

22.1 **Default:** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

- a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice, or
- b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof, or
- c. LESSEE is adjudicated bankrupt, or
- d. LESSEE'S lease interest is sold under execution of judgment.

22.2 **Remedies:** If LESSEE fails to cure a prospective default within the time frames outlined above, LESSOR shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as Additional Rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

## **ARTICLE 23 - DEFAULT BY LESSOR**

23.1 **Default:** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

23.2 **Remedies:** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs. However, upon LESSOR'S failure to so reimburse or, at LESSEE'S option, said costs shall be held from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

## **ARTICLE 24 - CONDEMNATION**

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

## **ARTICLE 25 - HOLDING OVER**

If LESSEE, with LESSOR'S written consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two (2) month to two (2) month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon sixty (60) days written notice by either party. All other terms and conditions shall remain in full force and effect.

## ARTICLE 26 - WAIVER

The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

## ARTICLE 27 - QUIET POSSESSION

As long as LESSEE keeps and performs the covenants in this Lease, LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR. LESSOR, to the best of LESSOR'S ability, shall also be responsible for ensuring that all other tenants in the building or complex do not interfere with the quiet enjoyment of the LESSEE.

## ARTICLE 28 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgagor or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

## ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the Lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

## ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 **No Amendments:** No oral amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no prior oral understanding or agreement not incorporated herein shall be binding on either party hereto.

30.2 **Time is of the Essence:** Time is of the essence of each term and provision of this Lease.

30.3 **Binding Effect:** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

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

30.5 **Warranty of Authority:** If LESSOR is a corporation, the person executing this Lease on behalf of LESSOR hereby covenants and warrants that LESSOR is a duly authorized and existing corporation and that he/she is duly authorized to execute this Lease.

30.6 **Addendum:** In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

30.7 **Confidentiality of LESSEE'S Services/Clients:** LESSOR recognizes and understands that LESSEE'S services, identity of clients, and records relate to a confidential relationship between the LESSEE and its clients, and LESSOR agrees that, in its interaction with LESSEE, its clients and records, whether through itself, its employees, or its agents, it will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records.

#### **ARTICLE 31 - MAJOR APPLIANCES**

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld.

#### **ARTICLE 32 – PROPERTY TAX EXEMPTION**

LESSOR will cooperate with LESSEE and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the Premises pursuant to Article XIII, Section 3 of the California Constitution. LESSOR will apply one hundred percent (100%) the amount of any reduction of tax resulting from such exemption either in the form of a cash payment or of rental credit to LESSEE as soon as possible after LESSOR receives the benefit of tax exemption.

If such exemption is granted for a fiscal year which is, in whole or in part, after the date of expiration or earlier termination date of this Lease, then, with respect to that portion of such fiscal year which is after the expiration of the term of this Lease, LESSOR will pay LESSEE the amount of such reduction of tax in cash.

#### **ARTICLE 33 - PUBLIC TRANSPORTATION**

LESSOR will cooperate with LESSEE and do all acts reasonably necessary and appropriate to ensure that public transportation (bus service) will be provided to this site. The service level of this public transportation will be sufficient to service the employees who will work at the site as well as clients of the County offices who need access by public conveyance to and from the site.

#### **ARTICLE 34 – ALTERNATE ENERGY**

LESSOR and LESSEE agree to work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises. In the event any alternate energy enhancement creates a tax deduction, PG&E rebate or any other form of monetary credit to LESSOR, LESSOR further agrees to pass to LESSEE said monetary credit to defray LESSEE'S operational cost for the Premises as identified in **EXHIBITS D and E** of the Lease Agreement.

#### **ARTICLE 35 – CUSTODIAL SERVICE SPECIFICATIONS**

Custodial Service Specifications for the Premises shall be furnished as outlined in **EXHIBIT G – CUSTODIAL SERVICE SPECIFICATIONS** attached and incorporated by this reference.

#### **ARTICLE 36 - PROPOSITION 65 WARNING**

If applicable to the Premises which are the subject of this Lease, LESSOR AND LESSEE agree to post the **CALIFORNIA PROPOSITION 65 WARNING** on the Premises in substantially the same form as follows set forth in **EXHIBIT H - CALIFORNIA PROPOSITION 65 WARNING** attached and incorporated by this reference.

**ARTICLE 37 – LESSOR'S STATEMENT REGARDING DISABILITY ACCESS  
& CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT**

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X] <sup>SM</sup>not <sub>AM 1/10/19</sub> undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises' compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.

Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, LESSOR shall state the following on the Lease Agreement:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as of the last date opposite the respective signatures below.

LESSEE: (County of Monterey)

By: \_\_\_\_\_

Title: Contracts/Purchasing Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM: (County Counsel)

By:  \_\_\_\_\_

Title: Deputy County Counsel

Date: 1-11-2019

LESSOR: (OM Management and Business Associates, Inc, Inc.)

By: [Signature]

Title: President

(Chair, President or Vice President)

Date: 1/10/2019

LESSOR: (OM Management and Business Associates, Inc.)

By: [Signature]

Title: SECRETARY / CFO

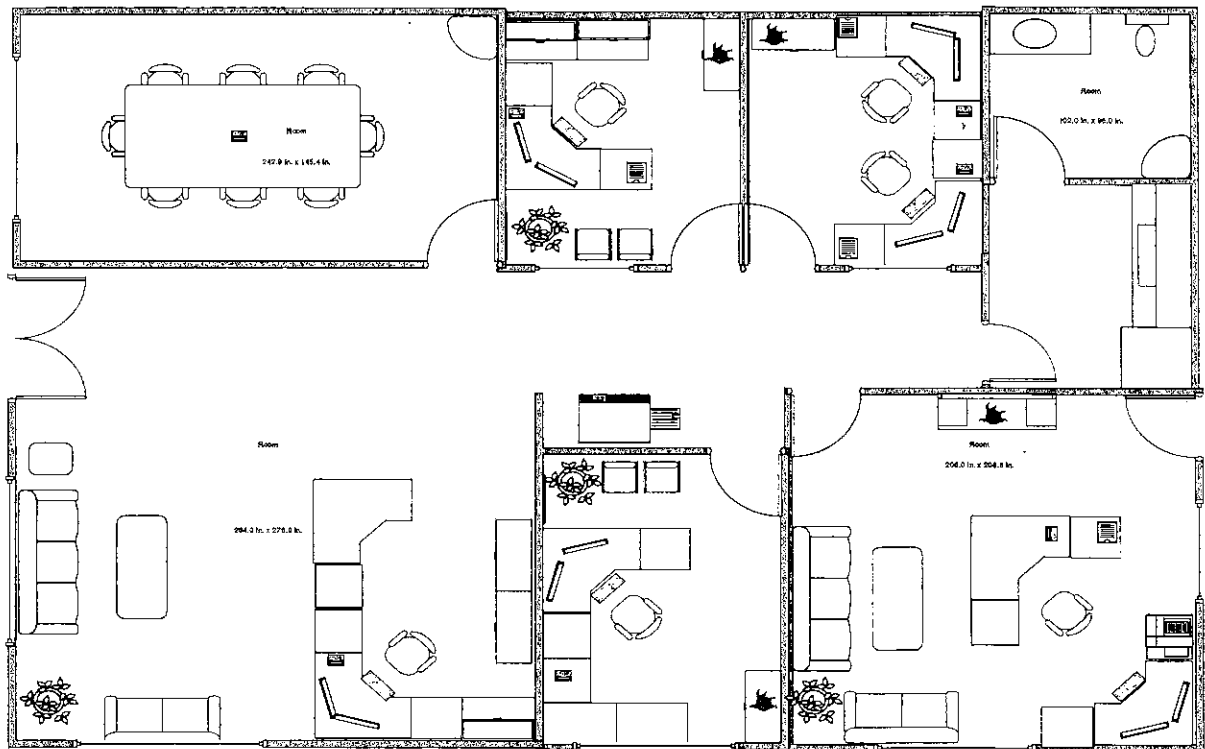
(Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Date: 1-10-2019

# EXHIBIT A1

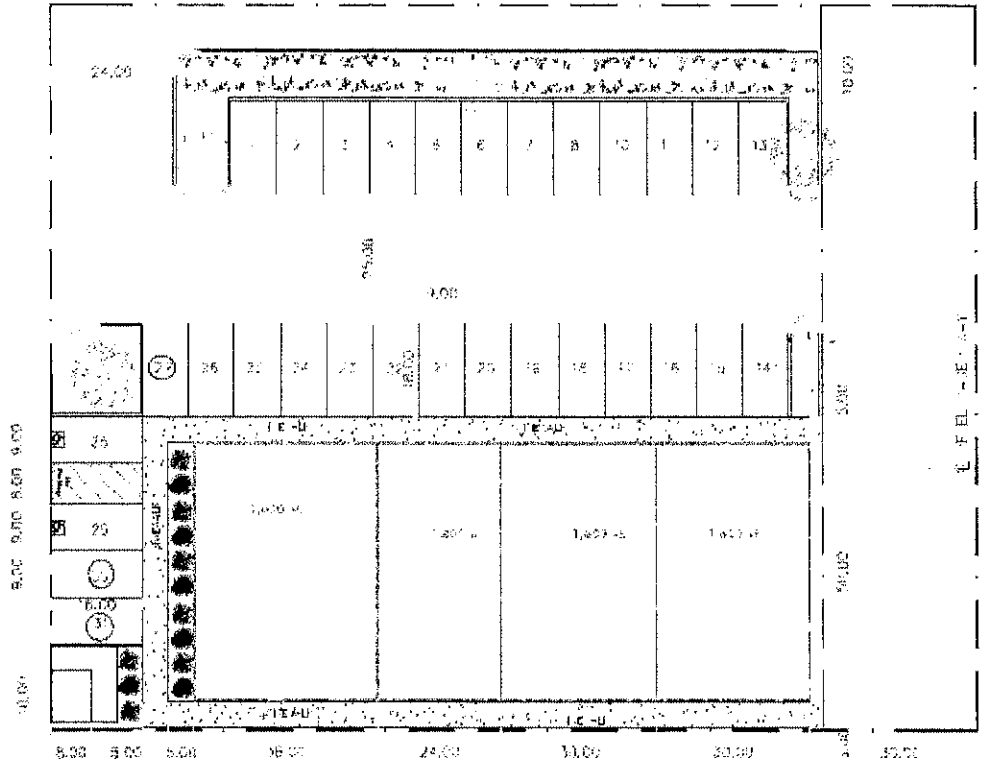
## DESCRIPTION OF PREMISES

(Floor Plan)



# EXHIBIT A2

## PARKING PLAN



Exclusive parking spaces for LESSEE are identified as spaces, 27, 30, and 31 on the above plan.



**EXHIBIT B**

**EVIDENCE OF SEISMIC ADEQUACY**

# EXHIBIT C1

## PREMISE IMPROVEMENT AGREEMENT

### 1. Premise Improvements:

- a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Plans and Specifications as approved by LESSOR and LESSEE and as further defined in Article 7 of the County of Monterey Standard Lease Agreement to which this Exhibit is attached. Premise Improvements must satisfy the Federal Americans with Disabilities Act of 1990.
- b. Premise Improvements are generally described as the construction of general office space as to conform to LESSEE'S approved program for the use of the Premises. Preliminary design of the space is described as follows and is subject to change or adjustment during the final design process:  
Three (3) private staff offices, one (1) private executive office, one (1) conference room, one (1) reception work station, one (1) reception lobby area, one (1) restroom, and one (1) small break area with sink.
- c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity, but not more than five (5) business days following issuance of the building permit by the appropriate authority. Plans and Specifications shall be approved by LESSOR and LESSEE prior to submittal to the City of Greenfield, Community Services, Planning and Building Division.
- d. LESSOR shall diligently pursue construction of approved Premises Improvement work and deliver the Premises to LESSEE in a condition suitable for occupancy no later than a date certain, that will be mutually established by LESSOR and LESSEE on or before the date LESSOR'S contractor commences construction of the Premise Improvements.

### 2. Construction Plans and Specifications, Change Orders and Delay:

- a. LESSOR shall provide for LESSEE'S approval the complete and detailed proposed Plans and Specifications for the Premises Improvements, the design of which shall conform to LESSEE'S approved program for use of the Premises.
- b. LESSEE shall provide LESSOR with written notice of its approval or disapproval of the Plans and Specifications within five (5) business days after receipt of such Plans and Specifications.
- c. During construction, LESSOR and LESSEE'S Representative (as defined below) shall confer periodically regarding the progress of the work and the approximate cost of the work completed. LESSEE'S Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to LESSOR, but no such change shall be made without the written approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall approve or deny each LESSEE change order within four (4) business days, and LESSOR shall also provide to LESSEE'S Representative, by written notice to LESSEE, an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to LESSOR. No work based upon a change order shall be undertaken unless and until LESSEE'S Representative shall have approved (by notice to LESSOR) LESSOR'S cost estimate.
- d. If LESSOR determines that a change proposed by LESSEE will delay completion of the construction beyond the period allocated for such construction, LESSOR shall, within four (4) business days, notify LESSEE'S Representative of the estimated length of the delay caused by LESSEE'S request. LESSEE'S

Representative shall advise LESSOR within two (2) business days after receipt of such notice as to whether LESSOR shall proceed with the requested change, modification or alteration. LESSOR shall not make the requested change to the Plans and Specifications without LESSEE'S approval of any proposed time extensions.

- e. If LESSOR requires that LESSEE clarify or refine the Plans and Specifications, then LESSEE'S Representative shall meet with LESSOR for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after LESSEE'S receipt of LESSOR'S request therefore. No such clarification or refinement shall be deemed to be a change order.
- f. If LESSOR determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then LESSOR shall prepare and submit to LESSEE revised Plans and Plans and Specifications correcting any such omission or error. LESSEE shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.
- g. LESSOR shall not be responsible for any delays in the time for completion of construction resulting from LESSEE'S delay. For purposes herein, LESSEE'S delay in the completion of the construction of the Premise Improvements are delays that may arise solely as a result of: (1) LESSEE'S failure to comply with its obligations set forth in subsection b, d, e, or f, above, within the time specified; (2) any change directed by LESSEE after notification to LESSEE that the change will delay completion of the construction as provided in subsection d, above; or (3) extra time required to obtain any long lead items specified by LESSEE. For purposes herein, an item shall be considered a long lead item if LESSOR notifies LESSEE within fifteen (15) business days after receipt of LESSEE'S approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by LESSEE.

- 3. Approval of Plans by Public Authorities: LESSOR shall obtain approval of the Plans and Specifications for the Premises from all appropriate government agencies, and a copy of the Plans and Specifications, as approved, shall be dated and initialed by both LESSOR and LESSEE. LESSOR shall exercise due diligence in obtaining any such approval. LESSEE shall cooperate with LESSOR in obtaining all such approvals, and in this regard, LESSOR shall make, or cause it to be made, all revisions and changes to the Plans and specifications reasonably required by any governmental agency, with due diligence and without delays.
- 4. Quality of Work: All work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Premise Improvements shall be new unless otherwise specified in the Plans and Specifications.
- 5. LESSEE'S Access during Construction: LESSEE'S Representative, agents, consultants and contractors ("LESSEE Representatives") shall have access to the Premises during the construction of the Premise Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy.

LESSEE'S Representatives on the Premises during construction shall cooperate with LESSOR'S contractor and not delay or interfere in any way with the performance by LESSOR'S contractors or LESSOR'S representatives of any work (including but not limited to the construction of Premise Improvements).

- 6. Acceptance of Premises:
  - a. At any time during the construction of the Premise Improvements, LESSEE may reject any work that does not conform to the Plans and Specifications or does not meet good and workmanlike standards as reasonably interpreted by and at the sole discretion of the LESSEE.

- b. Within five (5) business days after LESSOR delivers to LESSEE a list of work items remaining to be done or corrected and notifies LESSEE that the Premise Improvements are ready for inspection by LESSEE'S representative, LESSEE shall deliver to LESSOR a list of items that LESSEE shall have reasonably determined that LESSOR must complete or correct prior to LESSEE'S acceptance of possession in order for the work to conform to the Plans and Specifications. LESSOR shall immediately commence to complete or correct the items listed by LESSEE, except those it contends are not justified. If LESSEE fails to deliver such a list within the five (5) business days period, LESSEE shall be deemed to have accepted the Premises subject to completion of the corrections on LESSOR'S list of corrections and to have approved the construction.
  - c. Acceptance by LESSEE shall not be unreasonably withheld.
- 7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered as indicated in **Article 6** of the County of Monterey Standard Lease Agreement to which this Exhibit is attached.
  - 8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility as it reasonably deems appropriate in the Premises during the construction provided for herein.
  - 9. Responsibility for Damage: If LESSEE installs equipment in the Premises prior to completion of the work hereunder, LESSEE shall bear the risk of loss to such equipment other than loss that is a result of negligence or willful misconduct by LESSOR, its agents, employees or contractors.
  - 10. Telecommunications/Data: Premise Improvements may include the installation of necessary telecommunications/data processing linkages, and alarm systems. Specification for telecommunications/data processing linkages and alarm systems will be developed and provided by the Monterey County Information Technology Department.

## EXHIBIT C2

### PREMISE IMPROVEMENTS PLANS AND SPECIFICATIONS

**LESSOR and LESSEE approved items to be included in Premise Improvements Plans and Specifications:**

**Break Room:**

1. Location for residential style refrigerator/freezer combo.
2. Residential style dual bowl stainless steel sink with single handle faucet.
3. Residential style upper and lower kitchen cabinets.

**Conference Room and Executive Office:**

1. Electrical and data outlets, and framed backing for large wall mounted monitor.
2. Electrical and data outlets in the middle of the floor to support free standing conference table and executive desk.

**Restroom:**

Locking storage cabinet for custodial and general supplies.

**Throughout Premises:**

1. Adequate sound proofing on all exterior and interior walls, and ceilings. Including double pane windows on all interior office windows.
2. LESSOR and LESSEE to agree on flooring/carpeting, interior paint color(s) and sheen prior to installation or application.
3. Data cabling and electrical outlets to be installed per final plans and specifications. Network copier/printer to have separate dedicated circuit.
4. All private offices to have keyed door locks.

## EXHIBIT C3

### CONSTRUCTION SCHEDULE

	Description	Scheduled Dates	
		Start Date	Finished Date
1	Construction Drawing Development	01/03/19	01/30/19
2	Permitting	01/30/19	02/28/19
3	Site Work, Underground and Slab	02/28/19	03/30/19
4	Building Envelope	03/30/19	04/30/19
5	Building Interior - Rough in	04/30/19	05/15/19
6	Building Interior - Top out	05/15/18	05/30/19
7	Building Interior - Finish	05/30/19	06/15/19
8	Signage Installation and Final Details	06/15/03	06/25/19
9	Final Walkthrough & Punchlist Items	06/25/19	06/30/19
10	Move-In	07/01/19	07/04/19

The schedule listed above may be subject to change by mutual agreement between LESSOR and LESSEE.

**EXHIBIT C4**

**PREMISE IMPROVEMENT COSTS**

[TO BE ATTACHED UPON COMPLETION]

## EXHIBIT C5

### REMEDIAL CONTRACTOR SPECIFICATIONS

#### **A. Scope of Services**

Remedial Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

- Water and/or sewage damage
- Mold contamination
- Fire and smoke damage
- Hazardous materials within the license and certification capabilities of the Remedial Contractor
- Human bodily fluids, including but not limited to blood, vomitus, urine, feces, and saliva
- Routine sanitation cleanup

#### **B. Work Standards**

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations. The Remedial Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.



## EXHIBIT D

### SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises (not in common area)			X
Provide adequate custodial service for the interior of the Premises per schedule attached as Exhibit G, "Custodial Service Specifications"			X
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in Article 1.2 (including steam cleaning or pressure washing sidewalks)		X	
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit G			X
Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit G			X
Professionally clean interior windows as indicated in Exhibit G			X
Professionally clean exterior windows as deemed necessary		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for exterior of Premises		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X	
Provide adequate fire alarm system equipment per National Fire Protection Association (NFPA) standards		X	
Provide adequate fire alarm systems monitoring and testing per NFPA standards		X	
Provide adequate intrusion/security alarm systems monitoring			X
Provide adequate patrolled security guard service (to common area only, from 6 am to 9 pm M-F, and 7 am to 4 pm on Sat.) (Subject to change with mutual written consent)	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements (charcoal type filters to be used if deemed necessary), unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of back up generator	X		
Provide adequate gas utility service			X
Provide adequate electric utility service			X
Provide adequate water utility service		-	X
Provide adequate telephone and data service (including connection charges)			X

## EXHIBIT E

### SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Common Areas		X	
Foundations and Floor Slabs		X	
Elevators and/or Dumb Waiters (including annual certification)	X		
Exterior and Bearing Walls (including wood destroying pest infestation)		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots		X	
Ceilings (including damage caused by roof leaks)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)			X
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including sewer and drain stoppages, fixtures, and water heaters)		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X	
Interior Walls		X	
Interior Wall Surfaces (including repainting every 8 years if deemed necessary and if Premises wall surfaces are accessible)		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary and with the understanding that LESSEE pays for moving office furniture and equipment)		X	
Base and/or Moldings (including replacement if deemed necessary)		X	
Appliances (refrigerator, countertop microwave and water filtration/dispensing units)			X
Communication Systems (data/telephone cabling, connections and equipment)			X

**\*Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, or invitees.**

# EXHIBIT F

## SERVICE CONTACT LIST (Page 1 of 2)

<b>Item</b>	<b>Contact</b>	<b>Number</b>
Back Up Generator		
Carpenter		
Ceiling Tile		
Electrical		
Electronic Gates and Garage Doors		
Elevator		
Elevator Phone		
Exterior Door and Hardware		
Flooring		
Fire Sprinkler System		
Fire Extinguisher Servicing		
Fire Alarm Company		
Heating & Air Conditioner		
Industrial Hygienist		
Interior Door and Hardware		
Janitorial for common areas		
Landscape Maintenance		
Light Bulbs & Fluorescent Tubes		
Locksmith		
Painting		
Pest Control		
Parking Lot Repair		

**SERVICE CONTACT LIST (Page 2 of 2)**

<b>Item</b>	<b>Contact</b>	<b>Number</b>
Parking Lot Sweeping		
Patrolled Security	N/A	N/A
Plumbing		
Remedial Contractor		
Roofing System		
Roof Gutters & Downspouts		
Security Alarm Company	TBD	TBD
Sewer & Drain Cleaning		
Utility (Gas & Electric)		
Utility (Telephone)		
Utility (Water)		
Waste Disposal & Recycle		
Window Replacement & Repair		
Window Cleaning		

# EXHIBIT G

## CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

<b>DAILY SERVICE (Monday through Friday)</b>
<b>A. General Cleaning</b>
1. Empty wastebaskets; replace liners, place trash in dumpster
2. Sweep outside Premises entrances
3. Remove graffiti from any interior walls
<b>B. Floor and Carpet Care (including stairways)</b>
1. Sweep and dust mop hard surface floors with treated mop
2. Vacuum carpeted floors and entry mats
3. Damp mop all spills on hard surfaces
4. Remove gum/candy from carpet/floors
<b>C. Window Cleaning</b>
1. Clean entry door and lobby glass, inside and outside
2. Clean interior partitions and counter glass
3. Clean interior-door glass
<b>D. Restroom Cleaning (including non-exclusive areas of the building)</b>
1. Empty waste containers
2. Sweep and wet mop floors
3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs.)
6. Clean restroom mirrors and glass
7. Replenish air fresheners in all restrooms (common area only and as needed)
8. Remove graffiti from interior walls
9. Damp wipe all walls and partitions (as needed)
10. Clean around all door knobs and push plates
<b>E. Dusting</b>
1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker)
2. Tops of desks where cleared (only if cleared off and with posted notice by office worker)
3. Table tops and counters where cleared

**CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3)**

**WEEKLY SERVICE (Fridays)**

**A. General Cleaning**

1. Remove fingerprints from doors, walls, and light switches
2. Remove marks/clean door kick plates
3. Wash wastebaskets/trash receptacles inside and out
4. Wash all handrails
5. Clean around door knobs/push plates

**B. Floor and Carpet Care (including stairways)**

1. Damp mop all hard surface floors
2. Buff all hard surface floors using a high speed buffing machine
3. Spot clean all carpeted floors

**C. Restroom Cleaning**

1. Scrub all sinks with abrasive cleaner
2. Scrub inside toilets and urinals with acid-type bowl cleaner

**D. Dusting**

1. All windows and door sills
2. Ledges, baseboards, and partitions
3. All chairs
4. Remove cobwebs from ceilings, corners and crevices, etc.

**BI-WEEKLY SERVICES (Fridays)**

Dry shampoo all carpeted areas.

**MONTHLY SERVICE (Last Weekend of the Month)**

**A. Floor and Carpet Care**

1. Scrub and refinish all hard surface floors using an acrylic finish
2. Edge out all carpet areas (areas that are out of reach during normal vacuuming)

**B. Restroom Cleaning (including non-exclusive areas of the building)**

1. Wash all walls and partitions

**C. Dusting**

1. Vacuum all upholstered furniture
2. Clean all blinds, drapes and window shades

**D. Additional requirements specific to Premises**

1. Shampoo all upholstered furniture

**CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)**

<b>QUARTERLY SERVICES (January, April, July, October)</b>
A. General Cleaning
1. Wash exterior of all desks, filing cabinets, and tables
B. Floor and Carpet Care
1. Shampoo all carpeted areas using bonnet method
2. Strip and refinish all hard surface floors using an acrylic finish
C. Window Cleaning
1. Wash inside and outside windows
D. Dusting
1. High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet.
<b>BI-ANNUAL SERVICES (April and October)</b>
A. Restroom Cleaning (including non-exclusive areas of the building)
1. Machine scrub restroom floors (porcelain tile floors)
<b>ANNUAL SERVICES</b>
A. Floor and Carpet Care
1. Steam/Extraction clean all carpeted areas

**\* LESSOR and LESSEE agree that it may be necessary to modify the foregoing Custodial Service Specifications to better meet facility needs. Such modification shall be with mutual written consent. LESSOR and LESSEE acknowledge that additional costs may apply.**

## EXHIBIT H

### PROPOSITION 65 WARNING

**CALIFORNIA PROPOSITION 65 WARNING.** This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of \_\_\_\_\_.

**“WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER.”**

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue** for as long as \_\_\_\_\_ engages in ongoing construction on and around the surrounding property.

**Formaldehyde.** The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

**Other Chemicals.** The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. \_\_\_\_\_ has made no inquiries of our material suppliers concerning these matters. \_\_\_\_\_ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.