

COUNTY OF MONTEREY

STANDARD LEASE AGREEMENT



LEASED PREMISES: **632 East Alisal Street
Salinas, CA 93901**

DEPARTMENT: **Health Department – Public Health Bureau’s
Women, Infants and Children (W.I.C.) Nutrition
Program**

LESSOR: **SIBS, A Limited Partnership
c/o Mike Haynes
P.O. Box 1010
Salinas, CA 93902-1010
831-596-7764**

**COUNTY OF MONTEREY
STANDARD LEASE AGREEMENT**

PREAMBLE

THIS LEASE ("Lease") is made by and between **SIBS, A Limited Partnership**, ("LESSOR") and the **COUNTY OF MONTEREY**, ("LESSEE"), c/o Real Property Specialist, 855 East Laurel Drive, Building C, Salinas, CA, 93905. Lease Agreement A-08842 dated January 22, 2002 and subsequently amended on February 1, 2008, and Lease Agreement A-11302 dated October 7, 2008 is replaced by this LEASE and terminates on the effective date of this LEASE. 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 **632 East Alisal Street, Salinas, CA 93901** and described as follows: General offices and warehouse consisting of approximately **16,110** rentable square feet of space, (the "Premises"), as designated in **Exhibit A** (general offices comprised of approximately 11,769 rentable square feet and warehouse space comprised of approximately 4,341 rentable square feet), which is attached and incorporated herein. The term "rentable square feet" shall be used as defined by the Building Owners and Managers Association ("BOMA"). If the Premises constitutes only a portion of the building or complex, the Premises represents one hundred percent (100%) of the total rentable space.

1.2 **Common 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, ramps, drives, platforms, public rest rooms, and common walkways and sidewalks necessary for access to the Premises (Common Areas).

1.3 **Parking Areas:** LESSEE is entitled to random unreserved vehicle parking spaces located around the Premises.

1.4 **Compliance with the "Americans with Disabilities Act of 1990" (ADA):** LESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), 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 requirement.

1.5 **Compliance with "No Smoking Law" (2003 Assembly Bill 846):** 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 **Statement of Seismic Adequacy:** LESSOR shall provide the statement described in Exhibit B with respect to seismic adequacy clearance. Cost to provide such statement by a reputable structural engineer shall be first approved and then shared equally by both LESSOR and LESSEE. LESSEE'S share of cost may be included in the premise improvement allowance as described in Article 7.2.

ARTICLE 2 - TERM

2.1 **Lease Term:** The term of this Lease (the "Lease Term") shall be **five (5) years**, commencing on **February 1, 2014** ("Lease Commencement Date") and ending **January 31, 2019**, 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 LESSOR and LESSEE, may renew the lease for one additional five (5) year term ("First Extended Term"), and upon the expiration of the First Extended Term, the LESSOR and LESSEE, may renew the lease for a second additional five (5) 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.

2.3 **Monthly Rent Limit:** LESSOR and LESSEE agree that the monthly rent in the initial term or any extended term shall be no more than ninety-five percent (95%) of the then current market "Gross Lease" rents for general and warehouse space in the Salinas, California area. As it pertains to this Lease, "Gross Lease" shall mean that the LESSOR will be responsible to pay for the general maintenance and repair, freight elevator maintenance and repair, property taxes and assessments, insurances (Real Property and lessor's risk liability), water and common area expenses out of the monthly rent paid by the LESSEE for the Premises

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 Fourteen Thousand Six Hundred Sixty Four Dollars and 93/100 (**\$14,664.93**) payable on or before the first day of each month. LESSEE shall commence rental payments as specified in Article 2.1, ("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. In addition, LESSEE shall contract and pay directly to its vendors for its responsibilities as outlined in **Exhibits D and E**. Monthly rent shall include LESSEE'S share of real estate taxes and assessments, insurances (Real Property and lessor's risk liability), and Monterey Regional Water Pollution Control (MRWPCA) fee for the Premises. *[Initial rent is computed as follows: Base rent of \$1.04 per square foot per month for office space, \$0.35 per square foot per month for warehouse space plus a cost not to exceed \$0.08 per square foot for Premise Improvement Allowance payment.]*

It is hereby agreed that the monthly rent noted herein is subject to change, and that cost of any Premise Improvements requested by LESSEE, pursuant to Article 7.2, will be paid in accordance with **Exhibit J** ("Amortized Premise Improvement Cost") that will be attached to this Lease upon

completion of LESSEE requested Premise Improvements.

ARTICLE 4 – COST OF LIVING ADJUSTMENT

At the end of each one year period of the Lease Term, the monthly base rent, excluding any Premise Improvement payment being paid by LESSEE, shall be increased by the fixed amount of one percent (1%).

At the end of each one year period of any Extended Term, the monthly base rent, excluding any Premise Improvement payment, if any, being paid by LESSEE, shall be adjusted to reflect any increase in the Cost of Living Index. The increase shall be calculated on the basis of the U.S. Department of Labor Consumer Price Indexes, all urban consumers for the San Francisco-Oakland-San Jose area. The monthly base rent shall be increased at the end of each year by the percentage increase in said index in the twelve (12) calendar month period preceding such adjustment, based on the most recent publication of the index prior to the adjustment date, provided that the maximum increase on any anniversary date is not to exceed three percent (3%), and the minimum increase is not to be less than one percent (1%).

ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon one hundred and eighty (180) 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 City of Salinas. 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.

Should LESSEE so terminate, LESSEE shall pay in one lump sum payment any unamortized Premise Improvement costs incurred by LESSOR in connection with Premise Improvements, as referenced in Article 7.2. Said payment shall be within thirty (30) days of LESSEE'S vacancy of the Premises.

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 SIBS, A Limited Partnership

To County of Monterey

LESSOR:

c/o Mike Haynes
P.O. Box 1010
Salinas, CA 93902-1010
Phone: 831-757-5324
E-mail: mhaynes@cshow.net

LESSEE:

Dept. of Public Works, Real
Property
c/o Real Property Specialist
855 East Laurel Drive, Building C
Salinas, CA 93905
Phone: 831-755-4855 Fax 831-
755-4688
Email:
salcidog@co.monterey.ca.us

Copy to:

Copy to:

County of Monterey
Dept. of Public Works, Arch.
Srvc.
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

and:

County of Monterey
Health Department
c/o Facility Manager
1270 Natividad Rd.
Salinas, CA 93906
Phone: 831-755-4513 Fax 831-
755-4797
Email:
leventonc@co.monterey.ca.us

Rent payments shall be made to (need not be sent certified): **SIBS, A Limited Partnership**, 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 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 shall subscribe to a 24-hour, 7 days a week emergency answering service that maintain contact phone numbers of key personnel or maintenance/service companies in event of an emergency.

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends.

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:** LESSOR shall construct Premise Improvements and make installations in the Premises (collectively "Premise Improvements") in accordance with plans and specifications to be approved by LESSEE and LESSOR ("Plans and Specifications"), and in accordance with those provisions of the attached **Exhibit C** ("Premise Improvements"), which describe construction.

7.2 **Cost of Premise Improvements:** LESSOR shall provide, as an allowance to LESSEE for Premise Improvements to be constructed by LESSOR, the sum of which shall not exceed **Forty Eight Thousand Dollars (\$48,000.00)** ("**Premise Improvement Allowance**"). LESSOR shall amortize said allowance at a rate of **five percent (5%) over the five (5) year term of the lease agreement**. Said amortized amount shall be included in the monthly rent hereunder as compensation to LESSOR for the allowance referenced herein and be paid in accordance with an amortized Premise Improvement cost schedule to be attached to this Lease as **Exhibit J** ("Amortized Premise Improvement Cost"). **Once Premise Improvement costs have been completely amortized over the five year term of the Lease Term referenced in this Section 7.2 and as indicated in Exhibit J, LESSEE'S obligation to pay additional rent shall terminate.**

No furniture or equipment items/cost shall be included in the Allowance. LESSOR and LESSEE shall be in agreement of all Premise Improvement costs (presented in itemized format), and construction schedule (presented in Gant Chart format) prior to commencement of construction. Premise Improvement costs may include costs associated with architectural, engineering, building permits and fees, inspections and signage.

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 Plans and Specifications, and that all of LESSOR'S work to be performed under the Plans and Specifications shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final requirements of the attached **Exhibit C** which describes construction.. 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

If applicable, 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 is to 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

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ARTICLE 11 - USE

11.1 ***Use:*** LESSEE shall use the Premises **for health care services, general office and warehouse space use.** 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 will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or polychlorinated biphenyl (PCB) containing materials. 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. Nothing in this Lease shall be taken as LESSEE'S assumption of any duty or liability not otherwise imposed by law.

11.4 **Environmental Hazards:** LESSOR hereby warrants and guarantees that the Premises and the non-exclusive areas of the building as described in Article 1.2 will be free of all environmental hazards upon delivery of possession of the Premises to LESSEE. LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing that LESSOR deems necessary, with the test results/reports forwarded to LESSOR and LESSEE upon completion. LESSOR shall have any remediation deemed necessary by LESSOR, of toxic mold spores or of any items identified on **Exhibit H** performed by a qualified remediation contractor and in compliance with all applicable laws and regulations.

LESSOR specifically agrees that any costs related to investigation and remediation of toxic mold spores or the items identified on **Exhibit H** shall be LESSOR'S responsibility unless caused by LESSEE, its agents, employees, invitees or guests, in which case LESSEE shall be responsible for said costs.

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 approval by the LESSOR which consent 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 condition, normal wear and tear excepted. 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 LESSEE repairs any damage to the Premises caused by the removal. 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**. 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 by this reference is incorporated herein. 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 of LESSEE, its agents, employees, or invitees.

14.3 ***Failure of LESSOR to Make Repairs:*** If LESSOR fails to maintain the Premises and the Common 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 I** to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.

14.4 ***LESSOR Obligations in Applying Noxious Substances:*** LESSOR and/or LESSEE, its officers, employees, and agents shall not apply any substance as part of any building maintenance or repair which would introduce irritating or noxious odors or any other hazardous condition to occupied spaces without prior coordination and approval of the LESSEE. Prior notification and approval shall be made at least 48 hours prior to the desired application time. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator to the LESSEE. Examples of such substances or materials include, but are not limited to, the following:

- a. Termite Control Materials
- b. Pesticides
- c. Paint
- d. Water Treatment Chemicals
- e. Any other substance that is or could be construed as hazardous

ARTICLE 15 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **Exhibit I**) of the names, addresses and telephone numbers of an agencies or persons convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under **Exhibit D** and **Exhibit E** of this Lease. If LESSOR fails to provide such notice, LESSEE may choose service companies as needed and without penalty from LESSOR.

ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 ***Alterations:*** Except for the Premise Improvements, no structural 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. Subletting shall be subject to use or uses stated in Article 11.

ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice and LESSEE escort (except in the case of an emergency that threatens the integrity of the building), 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.

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 – CONFIDENTIALITY, ETC.

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; provided that all such confidential items are maintained in a locked environment and that any confidential items are shredded prior to disposing of them in trash receptacles.

LESSOR and LESSEE shall consider the entire Premises a locked environment.

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 thirty (30) 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%), LESSOR shall have the option to terminate this Lease.

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 usable square feet LESSEE is thus precluded from occupying, bears to the total usable square feet in the Premises. "Usable square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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 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. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.

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

usable area of the Premises taken bears to the usable area of the Premises before the taking.

ARTICLE 25 - HOLDING OVER

If LESSEE, with LESSOR'S consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two month-to-two 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's consent to any breach of any term, covenant or condition 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

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 mortgage 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 there under, 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 an 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 **Successors and Assigns:** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

30.8 **Headings:** The headings in this lease are for convenience only and shall not be used to interpret terms of this Lease.

30.9 **Governing Law:** This Lease shall be governed by and interpreted under the laws of the State of California.

30.10 **Construction of Lease:** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this lease or any amendment to this Lease.

30.11 **Counterparts:** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

30.12 **Integration:** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSEE signs this Lease.

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. No Vending machines shall be placed around the exterior of the building.

ARTICLE 32 – 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 this Lease as applicable.

ARTICLE 33 – 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 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.

LESSEE: (County of Monterey)

By:

Michael R. Derr

Title: Contracts/Purchasing Officer

Date:

APPROVED AS TO FORM: (County Counsel)

By:

Jesse J. Avila

Title: Deputy County Counsel

Date:

1/23/14

LESSOR: (SIBS, A Limited Partnership)

By:

Mike Haynes

Title:

General Partner

Date:

1-22-14

ARTICLE 32 – 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 this Lease as applicable.

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LESSEE: (County of Monterey)

By:

Michael R. Derr

Title: Contracts/Purchasing Officer

Date:

APPROVED AS TO FORM: (County Counsel)

By:

Jesse J. Avila

Title: Deputy County Counsel

Date:

LESSOR: (SIBS, A Limited Partnership)

By:

Mike Haynes

Title:

Date:

EXHIBIT A

DESCRIPTION OF PREMISES/PARKING PLAN

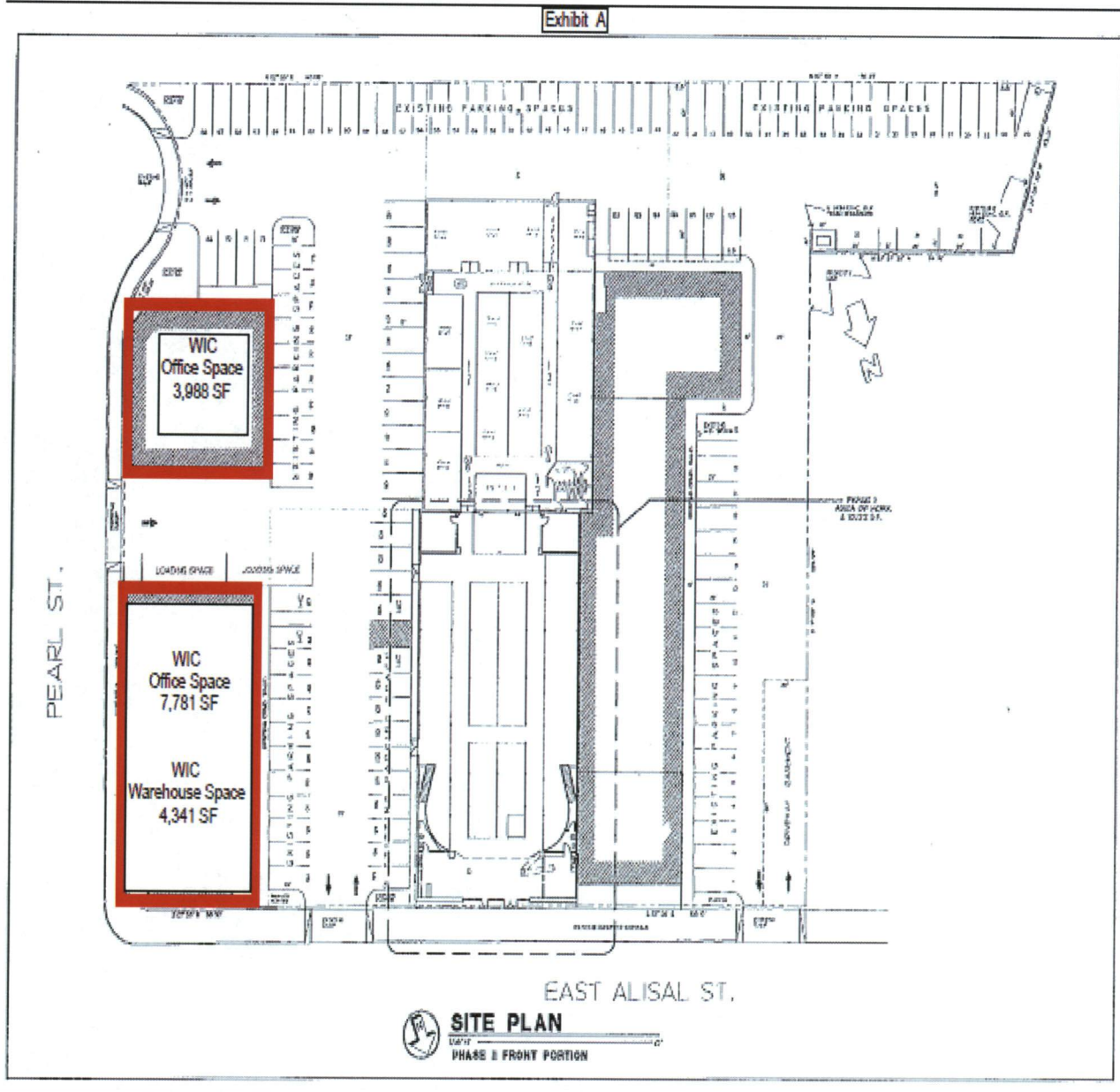


EXHIBIT B

STATEMENT OF SEISMIC ADEQUACY

Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

EXHIBIT C

PREMISE IMPROVEMENTS

1. Premise Improvements:
 - a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Specifications as approved by LESSOR and LESSEE and as further defined in Article 7 of the Lease Agreement to which this Exhibit is attached. Premise Improvements must satisfy the Federal Americans with Disabilities Act, as and if applicable.
 - b. Premise Improvements are generally described as follows: the remodel of existing interior and/or exterior features as to conform to LESSEE'S approved program for the use of the Premises. **Premise Improvements to be performed in summary include: refresh of restrooms to include replacement of flooring in restrooms and installation of hand blowers in restrooms; refresh of kitchens to include replacement of sinks and counter tops; create ADA compliant restroom; and relocate janitorial closet.**
 - c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity. Cost and schedule of Premise Improvement work shall be approved by LESSOR and LESSEE prior to commencement.
 - 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 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 Representatives (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 day, 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 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 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, LESSEE 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 in any way the performance by LESSOR'S contractor 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 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 day 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 Lease to which this Exhibit is attached.
8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility for payment to LESSEE contracted vendors 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 agent 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 system will be developed and provided by the County Information Technology Department as specified in **Exhibit G** of the Lease to which this Exhibit is attached.

**EXHIBIT C-1
PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS**

632 East Alisal Street, Salinas, CA

[TO BE ATTACHED TO THE LEASE WHEN COMPLETED]

**EXHIBIT C-2
PREMISE IMPROVEMENT COSTS**

[TO BE ATTACHED TO THE LEASE WHEN COMPLETED]

**EXHIBIT C-3
CONSTRUCTION SCHEDULE**

[TO BE ATTACHED TO THE LEASE WHEN COMPLETED]

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			X
Provide adequate custodial service for interior of the Premises (dust, waste removal, recycling removal, vacuum, mop and general cleaning)			x
Provide adequate custodial service for the break room and restrooms to ensure that they are maintained in a neat, clean, and orderly fashion			X
Provide adequate custodial service for exterior of the Premises and common areas (including steam cleaning side walks)		x	
Professionally clean carpets, rugs, tile and linoleum flooring as deemed necessary			x
Professionally clean existing drapes, blinds, and window shades as deemed necessary			x
Professionally clean interior windows as deemed necessary			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 and restriping if deemed necessary		x	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		x	
Provide adequate fire sprinkler systems testing	x		
Provide adequate fire alarm systems monitoring	x		
Provide adequate fire extinguishers and respective certification			x
Provide adequate intrusion/security alarm systems monitoring			x
Provide adequate patrolled security guard service (to common area only, from at least 10 am to 5 pm M-F (Subject to change with mutual written consent)		x	
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements (charcoal 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

LESSOR and LESSEE contact information is detailed in Article 6 of this Lease.

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 pressure washing and painting as deemed necessary)		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, Sidewalks, Walkways and Outside Stairways (including pressure washing and steam cleaning as deemed necessary)		X	
Ceilings (including damage due to roof leaks)		X	
Fire Sprinkler Systems	X		
Fire Alarm Systems	X		
Intrusion/Security Alarm Systems			X
Uninterrupted Power Source (UPS)	X		
Power Back UP Generator	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, and fixtures)		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 if deemed if necessary)		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, Tile, and Linoleum Flooring (including replacement if deemed necessary)		X	
Base and/or Moldings		X	
Appliances			X
Communication Systems (data/telephone cabling, connections and equipment)			X
OTHER:			

***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 of LESSEE, its agents, employees, or invitees.**

LESSOR and LESSEE contact information is detailed in Article 6 of this Lease.

EXHIBIT F

[INTENTIONALLY LEFT BLANK]

EXHIBIT G

COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 1 of 3)

This document is to be used as a guide for voice and data cabling in all Monterey County facilities with the exception of Natividad Medical Center. Some of the requirements are dependent on specifications that are specific to a particular job and this information will be made available as necessary.

1. The cable plant shall be star configured, unshielded twisted pair (UTP) system capable of supporting data rates of 350 MBPS.
2. All riser and closet-to-closet voice wiring shall be unshielded twisted pair PVC rated, Outside Plant (OSP) rated for underground use, Riser rated, or Plenum rated as required by local Fire Marshall, and shall be EIA/TIA 568, 569 and TSB-36 Category 3 certified cable. This cable shall be tested for opens, shorts and reversals.
3. All riser and closet-to-closet data wiring shall be color coded tight tube 62.5/125 multimode fiber optic cable PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
4. Only existing communications closets may be used for the termination of voice and data cable. Additional cable consolidation points and intermediate distribution frames will be added only with prior approval from the Monterey County Telecommunications Department.
5. All fiber optic cable shall be terminated on ST or SC connections as required by specific project specifications.
6. All fiber optic cable shall be installed in appropriate fiber optic interduct PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
7. All Fiber optic cable shall be terminated in the equipment rooms in approved fiber optic LIU cabinets Leviton Part # 5R330-OAB or the equivalent with sufficient density to accommodate all fiber optic cable as specified in the project specifications.
8. The cable plant shall meet EIA/TIA-568 "Commercial Building Telecommunications Wiring Standard" and the maximum length of any UTP data drop SHALL NOT exceed 100 meters (322 feet) including patch cables and future jumper cables.
9. All data drop cabling shall be EIA/TIA 568, 569 and TSB-36 Category 5 enhanced certified (5E) cable.
10. All data drop cabling shall be 4 pair unshielded twisted pair, PVC rated, (Outside Plant (OSP) rated for underground use) (Plenum rated as required by local Fire Marshall), and Category 5 enhanced certified cable.
11. Approved cable supplier: Belden enhanced Data Twist CAT-5 #1700A (Blue color for data-1 Black color for data-2 unless otherwise requested) or it's equivalent or data and Belden CAT-5 #1583A (Grey color for voice-1 White color for voice-2 unless otherwise requested) or it's equivalent for voice.
12. All wiring closet data connecting hardware shall be EIA/TIA TSB-40 Category 5 enhanced certified cable.

COUNTY OF MONTEREY INFORMATION TECHNOLOGY

CABLING STANDARDS (Page 2 of 3)

13. All wiring closet data connecting hardware shall be modular jack panels with RJ45 jacks on the front and 110 style insulation displacement connectors (IDC) for termination of the drop cable on the back.
14. The modular information outlets shall be housed in a four or six position wall plate.
15. The modular information outlet shall have an identification display and each outlet shall have the assigned specific identification number in the sequence assigned by an appropriate representative of Monterey County ITD displayed on it.
16. All modular jacks shall be eight position jacks with the pin/pair assignments utilizing EIA/TIA T568B.
17. Approved information outlet supplier: Leviton 5G108-R*5 (Orange color for data-1 Black color for data-2 unless otherwise requested) for data and Leviton 41108-R*5 (Ivory color for voice-1 White color for voice-2 unless otherwise requested) for voice.
18. Approved wall plate supplier: Leviton 41080-4IP (single-gang 4 port), 41080-6IP (single-gang 6 port), 42080-4IP (dual-gang 4 port), and 42080-6IP (dual-gang 6 port).
19. Approved surface plate supplier: Leviton 41089-4IP 4 port surface plates permanently attached to the appropriate surface.
20. The patch panel shall be Category 5 enhanced, 8-position modular jack panel with circuit board construction in all IC/MC locations. The 8-position modular jack patch panel shall be with wall mounted or rack mounted with cable management panels.
21. The patch panel shall meet EIA/TIA TSB-40 standards.
22. The patch panel shall be configured for 48 ports maximum or as requested.
23. Approved supplier for patch panels: Leviton #5G484-B48.
24. Approved supplier for vertical wire manager: Panduit #WMP-1 and horizontal wire managers: Panduit #MVPVC45 and #MVPVS45 or approved equivalent.
25. All wiring closet voice connecting hardware shall be EIA/TIA TSB-40 Category 5 compliant.
26. All wiring closet voice connecting hardware shall be wall mounting 66 M150 connecting hardware for termination of drop cable. These blocks should be attached to the wall using Homaco 50M series wall racks and 89B brackets.
27. All data station drop cables shall be tested from the outlet device to the patch panel. Each

wire/pair shall be tested at both ends.

28. Testing shall be made utilizing a hand cable tester meeting EIA/TIA 568 standards; all testing equipment shall be calibrated annually and shall have a dated certificate.
29. Printed test results shall be assembled and delivered to county's representative.
30. Test results for each 4 pair; UTP cable must be submitted with identification to match labels on all patch panels and 8 position modular jacks.

COUNTY OF MONTEREY INFORMATION TECHNOLOGY
CABLING STANDARDS (Page 2 of 3)

31. All voice cables shall be tested for continuity, grounds, split pairs, polarity, shorts between wires, and shorts between pairs.

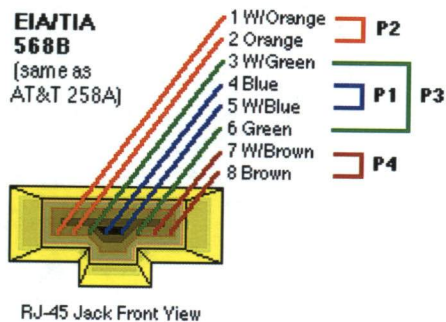


EXHIBIT H

REMEDIATION CONTRACTOR SPECIFICATIONS

A. Scope of Services

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

- Water and/or sewage damage
- Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination
- Fire and smoke damage
- Hazardous materials within the license and certification capabilities of the Remediation Contractor
- Human bodily fluids, including but not limited to blood, vomit, 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 Remediation 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 I

SERVICE CONTACT LIST

Item	Contact	Number
Back Up Generator	N/A	
Cabinets/Millwork	N/A	
Carpenter	Orin Book	(831) 578-6902
Ceiling Tile	Orin Book	(831) 578-6902
Electrical	Seidel Electric	(831) 424-5500
Electronic Gates and Garage Doors	Overhead Door	(831) 422-3667
Elevator	Elevator Service Company	1 (800) 280-9181
Elevator Phone	Elevator Service Company	1 (800) 280-9181
Exterior Door and Hardware	Tommy's Glass	(831) 758-4721
Flooring	Cinderella Carpet One	(831) 757-5700
Fire Sprinkler System	<u>A & B Fire Protection & Safety</u>	(831)422-4404
Fire Extinguisher Servicing	<u>A & B Fire Protection & Safety</u>	(831)422-4404
Fire Alarm	All Safe Alarm	(831) 758-2721
Heating & Air Conditioner	Staley's Heating	(831) 633-3399
Industrial Hygienist	N/A	
Interior Door and Hardware	Tommy's Glass	(831) 758-4721
Janitorial for common areas	Parking Lot Sweeper	(831) 601-4487
Janitorial for the Premises	N/A	
Landscape Maintenance	JSB Landscape	(831) 726-1835
Light Bulbs & Fluorescent Tubes	Seidel Electric	(831) 424-5500
Locksmith	Smokeys Service	(831) 422-2555
Painting	McLaughlin Painting	(831) 424-4119
Pest Control	Target Pest Control	(831) 424-7308
Parking Lot Repair	Boyd's Parking Lot Service	(831) 754-1224

EXHIBIT J

Premise Improvement Payments

EXHIBIT J

Enter Values	
Loan Amount	\$ 48,000.00
Annual Interest Rate	5.00 %
Loan Period in Years	5
Number of Payments Per Year	12
Start Date of Loan	2/1/2014
Optional Extra Payments	\$ -

Loan Summary	
Scheduled Payment	\$ 905.82
Scheduled Number of Payments	60
Actual Number of Payments	60
Total Early Payments	\$ -
Total Interest	\$ 6,349.15

Lessor Name: SIBS, A Limited Partnership

Health Department - Public Health Bureau, Salinas W.I.C.
632 East Alisal Street, Salinas, CA

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	3/1/2014	\$ 48,000.00	\$ 905.82	\$ -	\$ 905.82	\$ 705.82	\$ 200.00	\$ 47,294.18	\$ 200.00
2	4/1/2014	47,294.18	905.82	-	905.82	708.76	197.06	46,585.42	397.06
3	5/1/2014	46,585.42	905.82	-	905.82	711.71	194.11	45,873.71	591.17
4	6/1/2014	45,873.71	905.82	-	905.82	714.68	191.14	45,159.03	782.31
5	7/1/2014	45,159.03	905.82	-	905.82	717.66	188.16	44,441.37	970.47
6	8/1/2014	44,441.37	905.82	-	905.82	720.65	185.17	43,720.73	1,155.64
7	9/1/2014	43,720.73	905.82	-	905.82	723.65	182.17	42,997.08	1,337.81
8	10/1/2014	42,997.08	905.82	-	905.82	726.66	179.15	42,270.41	1,516.96
9	11/1/2014	42,270.41	905.82	-	905.82	729.69	176.13	41,540.72	1,693.09
10	12/1/2014	41,540.72	905.82	-	905.82	732.73	173.09	40,807.99	1,866.18
11	1/1/2015	40,807.99	905.82	-	905.82	735.79	170.03	40,072.20	2,036.21
12	2/1/2015	40,072.20	905.82	-	905.82	738.85	166.97	39,333.35	2,203.18
13	3/1/2015	39,333.35	905.82	-	905.82	741.93	163.89	38,591.42	2,367.07
14	4/1/2015	38,591.42	905.82	-	905.82	745.02	160.80	37,846.40	2,527.86
15	5/1/2015	37,846.40	905.82	-	905.82	748.13	157.69	37,098.27	2,685.56
16	6/1/2015	37,098.27	905.82	-	905.82	751.24	154.58	36,347.03	2,840.13
17	7/1/2015	36,347.03	905.82	-	905.82	754.37	151.45	35,592.65	2,991.58
18	8/1/2015	35,592.65	905.82	-	905.82	757.52	148.30	34,835.14	3,139.88
19	9/1/2015	34,835.14	905.82	-	905.82	760.67	145.15	34,074.46	3,285.03
20	10/1/2015	34,074.46	905.82	-	905.82	763.84	141.98	33,310.62	3,427.01
21	11/1/2015	33,310.62	905.82	-	905.82	767.02	138.79	32,543.60	3,565.80
22	12/1/2015	32,543.60	905.82	-	905.82	770.22	135.60	31,773.38	3,701.40
23	1/1/2016	31,773.38	905.82	-	905.82	773.43	132.39	30,999.95	3,833.79
24	2/1/2016	30,999.95	905.82	-	905.82	776.65	129.17	30,223.29	3,962.95
25	3/1/2016	30,223.29	905.82	-	905.82	779.89	125.93	29,443.40	4,088.88
26	4/1/2016	29,443.40	905.82	-	905.82	783.14	122.68	28,660.27	4,211.57
27	5/1/2016	28,660.27	905.82	-	905.82	786.40	119.42	27,873.86	4,330.98
28	6/1/2016	27,873.86	905.82	-	905.82	789.68	116.14	27,084.19	4,447.12
29	7/1/2016	27,084.19	905.82	-	905.82	792.97	112.85	26,291.22	4,559.98
30	8/1/2016	26,291.22	905.82	-	905.82	796.27	109.55	25,494.95	4,669.52
31	9/1/2016	25,494.95	905.82	-	905.82	799.59	106.23	24,695.36	4,775.75
32	10/1/2016	24,695.36	905.82	-	905.82	802.92	102.90	23,892.43	4,878.65
33	11/1/2016	23,892.43	905.82	-	905.82	806.27	99.55	23,086.17	4,978.20
34	12/1/2016	23,086.17	905.82	-	905.82	809.63	96.19	22,276.54	5,074.39
35	1/1/2017	22,276.54	905.82	-	905.82	813.00	92.82	21,463.54	5,167.21
36	2/1/2017	21,463.54	905.82	-	905.82	816.39	89.43	20,647.15	5,256.64
37	3/1/2017	20,647.15	905.82	-	905.82	819.79	86.03	19,827.36	5,342.67
38	4/1/2017	19,827.36	905.82	-	905.82	823.21	82.61	19,004.16	5,425.29
39	5/1/2017	19,004.16	905.82	-	905.82	826.64	79.18	18,177.52	5,504.47
40	6/1/2017	18,177.52	905.82	-	905.82	830.08	75.74	17,347.44	5,580.21
41	7/1/2017	17,347.44	905.82	-	905.82	833.54	72.28	16,513.90	5,652.49
42	8/1/2017	16,513.90	905.82	-	905.82	837.01	68.81	15,676.89	5,721.30
43	9/1/2017	15,676.89	905.82	-	905.82	840.50	65.32	14,836.39	5,786.62
44	10/1/2017	14,836.39	905.82	-	905.82	844.00	61.82	13,992.39	5,848.44
45	11/1/2017	13,992.39	905.82	-	905.82	847.52	58.30	13,144.87	5,906.74
46	12/1/2017	13,144.87	905.82	-	905.82	851.05	54.77	12,293.83	5,961.51
47	1/1/2018	12,293.83	905.82	-	905.82	854.59	51.22	11,439.23	6,012.73
48	2/1/2018	11,439.23	905.82	-	905.82	858.16	47.66	10,581.08	6,060.40
49	3/1/2018	10,581.08	905.82	-	905.82	861.73	44.09	9,719.34	6,104.49
50	4/1/2018	9,719.34	905.82	-	905.82	865.32	40.50	8,854.02	6,144.98
51	5/1/2018	8,854.02	905.82	-	905.82	868.93	36.89	7,985.09	6,181.87
52	6/1/2018	7,985.09	905.82	-	905.82	872.55	33.27	7,112.55	6,215.15
53	7/1/2018	7,112.55	905.82	-	905.82	876.18	29.64	6,236.36	6,244.78
54	8/1/2018	6,236.36	905.82	-	905.82	879.83	25.98	5,356.53	6,270.77
55	9/1/2018	5,356.53	905.82	-	905.82	883.50	22.32	4,473.03	6,293.09
56	10/1/2018	4,473.03	905.82	-	905.82	887.18	18.64	3,585.85	6,311.72
57	11/1/2018	3,585.85	905.82	-	905.82	890.88	14.94	2,694.97	6,326.66
58	12/1/2018	2,694.97	905.82	-	905.82	894.59	11.23	1,800.38	6,337.89
59	1/1/2019	1,800.38	905.82	-	905.82	898.32	7.50	902.06	6,345.39
60	2/1/2019	902.06	905.82	-	902.06	898.30	3.76	0.00	6,349.15

LOCATION MAP

Lease Agreement

632 East Alisal Street, Salinas CA

