

**EDD STANDARD SUBLEASE FORM**

31586

ORIGINAL

File No.: 5110-001  
Project No.: 124237

SUBLEASE COVERING PREMISES LOCATED AT <b>3447 Atlantic Avenue, Long Beach, CA</b>
SUBLESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO. [REDACTED]
SUBTENANT AGENCY <b>Employment Development Department</b>

**Preamble**

This Agreement, made and entered into this 19th day of March, 2009 is a Sublease of that certain Lease Agreement (the "Master Lease") dated May 9, 1997 between Wardlow Atlantic, LLC, a Delaware Limited Liability Company, as successor in interest to Fujita Investors of California, as Lessor (the "Master Lessor") and City of Long Beach, a municipal corporation, as Lessee. This Sublease agreement is between

**CITY OF LONG BEACH, A MUNICIPAL CORPORATION**

hereinafter called the Sublessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State;

**WITNESSETH**

WHEREAS, under the Master Lease, Sublessor hires from Master Lessor certain premises located at 3447 Atlantic Avenue, Long Beach, California, as more particularly described in the Master Lease, and

WHEREAS, a copy of the Master Lease and the First, Second, Third, Fourth, Fifth, and Sixth Amendments (City Contract No. 25165) are attached hereto, incorporated herein as Exhibit "D" and made a part of this sublease by this reference; and

WHEREAS, the Master Lease provides that Sublessor shall have the right to sublet any portion of the Master Leased Premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the City of Long Beach and the State of California's Employment Development Department (EDD) desire to consolidate certain of their operations at a facility currently under Master Lease to the Sublessor;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

**Description**

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Long Beach, County of Los Angeles, State of California, and more particularly described as follows:

Approximately 7,714 net usable square feet of office space on the 1st floor (consisting of 5,937 net usable square feet of shared space as outlined in green and net usable square feet of exclusive space as outlined in red on the attached Exhibit A Plan), of the building located at together with Specifications marked Exhibit "B" and Lessor compliance procedures marked Exhibit "C", said Exhibits "A" and "B" and "C" Project No. 124237 dated February 4, 2009, hereby being incorporated by said reference into this sublease, and including pro-rata share nonexclusive, unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

and 3rd floor Initials [Signature]

**Term**

2. The term of this sublease shall commence on July 1, 2008, and shall end on January 31, 2013, with such rights of termination as may be hereinafter expressly set forth.

**Early Termination**

3. The State may terminate this sublease at any time effective on or after June 30, 2010, by giving written notice to the Sublessor at least thirty (30) days prior to the date when such termination shall become effective. If the State

fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Rent**

4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows:

FIFTEEN THOUSAND EIGHT HUNDRED THIRTEEN AND 70/100 DOLLARS  
(\$15,813.70) from July 1, 2008, through January 31, 2013; and thereafter

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between sublease commencement and the first of the month following the actual acceptance date. In the event this sublease agreement contains a provision granting the State an Option to Purchase the premises, it is further agreed herein by the parties that, notwithstanding the provision of the Option to Purchase paragraph herein, the effective dates and corresponding purchase option prices of said Option to Purchase shall be adjusted consistent with any adjustment to the sublease commencement date, as stated above, which initial purchase option date shall in no event be less than twenty-four (24) months nor more than thirty-six (36) months from the "adjusted" commencement date. Said "adjusted" purchase option dates shall be established consistent herewith and incorporated into said sublease with a unilateral amendment by the State.

**Notices**

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Sublessor: Bryan S. Rogers, Executive Director  
City of Long Beach  
3447 Atlantic Avenue  
Long Beach, CA 90807

Phone No. (562) 570-3701  
Fax No. (562) 570-3704

and to the State:

DEPARTMENT OF GENERAL SERVICES,  
REAL ESTATE SERVICES DIVISION  
LEASE MANAGEMENT D-5110-001  
707 THIRD STREET, SUITE 5-305  
WEST SACRAMENTO, CA 95605

PHONE NO. (916) 375-4172  
FAX NO. (916) 375-4173

**OBJEKT**

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE  
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: City of Long Beach

and mailed to: Administrative and Financial Services Bureau  
333 W. Ocean Blvd, 3<sup>rd</sup> Floor  
Long Beach CA 90802  
Attn: Financial Services Officer

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Completion and  
Compliance with  
Plans and  
Specifications**

6. Sublessor agrees that, prior to March 19, 2009, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "Office Quarters, Project No. 124237" dated February 4, 2009, and in accordance with Exhibit "B", consisting of fifty-four (54) pages, plus cover sheet, titled, "Outline Specifications, Project No. 124237" dated February 4, 2009, and Exhibit "C" consisting of pages titled, "State Fire Marshal, CBC-ADA Access Compliance & Sustainable Measure Procedures Project No. 124237, dated February 4, 2009, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

**Notice of  
Completion and  
Access to Premises  
during  
Construction**

7. Sublessor shall notify the State in writing by certified mail of the date the subleased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this sublease, and not more than sixty days (60) prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Sublessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Sublessor or any of Sublessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this sublease or the obligation of the State to pay rent.

Sublessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Sublessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Sublessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

**Early Occupancy**

8. Sublessor agrees that if the subleased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$15,813.70 per month, and shall be prorated on a daily basis for any partial month.

**Time limit and  
Prior Tenancy**

9. No rental shall accrue under this sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before April 1, 2009, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God which Sublessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Sublessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

It is understood by all parties hereto that it shall be the Sublessor's responsibility to remove any prior tenant.

**Conformity to  
Exhibits**

10. Occupancy of the subleased premises by the State shall not relieve Sublessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A", "B", and "C" shall be immediately corrected by the Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this sublease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the subleased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

**Asbestos**

11. Sublessor hereby warrants and guarantees that the space subleased to the State will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM described in Exhibit "B" as applicable. Sublessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

**Parking**

12. Sublessor, at Sublessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

**Services, Utilities,  
and Supplies**

13. Sublessor, at Sublessor's sole cost and expense, during the term of this sublease shall furnish the following services, utilities, and supplies to the area subleased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- B. Elevator (if any) service.

- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

**Daily:**

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins).
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
  - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
  - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

**Twice Weekly:** Vacuum all carpets.

**Weekly:**

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.
- (5) Sweep parking areas and sidewalks.

**Quarterly:**

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

**Semi-annually:** Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

**Annually:**

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean Drapes.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's Administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and  
Maintenance**

14. A. During the sublease term, the Sublessor shall maintain the subleased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the subleased premises in good, vermin free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
- (3) Furnishing preventative maintenance, including, but not limited to, manufacturers recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
- (4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
- (5) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
- (7) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (8) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- (9) Maintaining landscaped areas, including sprinklers, drainage, etc., on a weekly basis, in a growing, litter-free, weedfree, and neatly mowed and/or trimmed condition.
- (10) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- (11) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Sublessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. Except in emergency situations, the Sublessor shall give not less than 24 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

D. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

E. Sublessor understands and agrees that State shall not assume any of Sublessor's obligations under the Master Lease.

**Painting**

15. In addition to any painting completed prior to the commencement of this sublease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces ([X] interior and [ ] exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

**Change Orders  
and Alterations**

16. The State shall have the right during the existence of this sublease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the subleased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this sublease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this sublease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed at Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to either reimburse Sublessor by a single total payment for the cost of such work; or, with Sublessor's prior written approval, State will amortize the cost of the requested work over the remaining term of this sublease by increasing the monthly rent by an amount to include principal and interest on the unpaid balance. The interest rate may not exceed the prime rate (the base rate on corporate loans posted by at least seventy five percent (75%) of the nation's 30 largest banks) plus 2 percent (2%) as of the date of the State's written authorization to proceed.

In the event State terminates this sublease on or after the end of the firm term, but before the expiration date of the sublease, State agrees to pay to Sublessor the portion of the principal balance which is unamortized as of the effective date of termination. Said payment shall be a single payment to be made within forty-five (45) days after the effective date of the termination.

**Assignment and Subletting**

17. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the subleased premises.

**Quiet Possession**

18. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

**Inspection**

19. The Sublessor reserves the right to enter and inspect the subleased premises at reasonable times, and to render services and make any necessary repairs to the premises.

**Destruction**

20. If the subleased premises are totally destroyed by fire or other casualty, this sublease shall terminate. If such casualty shall render 10 percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than 10 percent (10%) of such floor space unusable but not constitute total destruction, Sublessor shall forthwith give notice to State of the specific number of days required to repair the same. If Sublessor 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 date such notice is given, State, in either such event, at its option, and in addition to maintaining occupancy, may terminate this sublease or, upon notice to Sublessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Sublessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating 10 percent (10%) or less of the floor space, or within the period specified in Sublessor's notice in connection with partial destruction aggregating more than 10 percent (10%), the State shall have the option to terminate this sublease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the subleased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an

appropriate route through the building to access the State subleased space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its subleased space.

**Subrogation  
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing Wage  
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:
- A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
  - B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:  
Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, California 94102
  - C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
  - D. Sublessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.
  - E. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair Employment  
Practices**

23. During the performance of this sublease, the Sublessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Sublessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE  
Participation  
Requirement**

24. Sublessor hereby represents and certifies that it has fully complied with all Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code §10115 et seq., and further agrees that the State or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Sublessor agrees to provide the State or its designee with any requested relevant information and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Sublessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

Upon completion of this sublease, Sublessor agrees to submit a final report identifying all DVBEs used in providing services or supplies to this sublease. Efforts to include DVBEs in this contract shall continue throughout the sublease term and any extensions or renewals hereof involving purchases of materials and supplies by the Sublessor.



**Service  
Companies**

25. Within fifteen (15) days after occupancy of the subleased premises by the State, Sublessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Sublessor's responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

**Service Credit**

26. Sublessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Sublessor in accordance with Paragraph 13 hereof. In the event the State vacate the premises prior to the end of the term of this sublease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

**Holding Over**

27. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension or renewal thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capitol sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Surrender of  
Possession**

28. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Sublessor is responsible pursuant to this sublease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the subleased premises, and then only to the extent of any such damage or injury.

**Time of Essence,  
Binding upon  
Successors**

29. Time is of the essence of this sublease, and the terms and provisions of this sublease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral  
Agreements**

30. It is mutually understood and agreed that no alterations or variations of the terms of this sublease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.


IN WITNESS WHEREOF, this sublease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA  
Approval Recommended

SUBLESSOR

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
PROFESSIONAL SERVICES BRANCH

CITY OF LONG BEACH, A MUNICIPAL  
CORPORATION

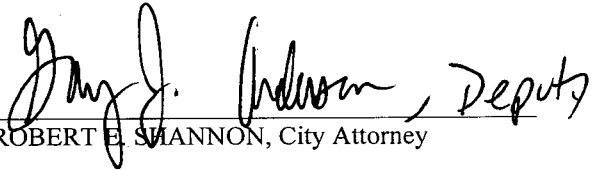
By   
JAMES A. MCNEARNEY  
Associate Real Estate Officer  
Real Estate Services Section

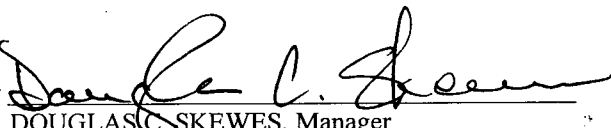
By  **Assistant City Manager**  
PATRICK H. WEST, City Manager

EXHIBIT FURNISHED  
TO EMPLOYEES OF  
THE CITY OFFICE.

Approved

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

By , Deputy  
ROBERT E. SHANNON, City Attorney

By   
DOUGLAS C. SKEWES, Manager  
Real Estate Services Section

## **EXHIBIT "A"**

**DUE TO THE LARGE SIZE OF THE FLOOR PLAN MAP (EXHIBIT "A"),  
A SCANNED IMAGE IS NOT AVAILABLE IN LEGISTAR. ORIGINAL  
FLOOR PLAN MAP IS ON FILE WITH THE CITY CLERK.**



**DEPARTMENT OF GENERAL SERVICES**

**Real Estate Services Division • Professional Services Branch**

707 Third Street, 5<sup>th</sup> Floor • West Sacramento, CA 95605 • (916) 375-4099  
[www.resd.dgs.ca.gov/psb/realestate](http://www.resd.dgs.ca.gov/psb/realestate)

# EXHIBIT 'B' OUTLINE SPECIFICATIONS

PROJECT: OFFICE QUARTERS PROJECT NO.: 124237  
 AGENCY: EMPLOYMENT DEVELOPMENT DEPARTMENT DATE: FEB 4, 2009  
 LOCATION: 3447 ATLANTIC AVE.  
 LONG BEACH, CA

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PROJECT CONTACT: **ADRIAN GUEVARA** PHONE: (916) 375-4147  
**VALERIE HILL** (916) 375-4128  
 FAX: (916) 375-4111

**Confirmation Statement**

I/we have read this Exhibit 'B' Specification and understand it is incorporated into, and is part of, this lease. I/we have acknowledged  
 Issue 1-22-07 Initials SP



## DIVISION 1 -- GENERAL REQUIREMENTS

### 01.00 LESSOR'S RESPONSIBILITIES IN RELATION TO PLANNING

- A The Lessor shall, at all times, during initial design and construction and throughout the term of the lease, operate and maintain the facility in accordance with best practices to achieve energy efficiency, sustainability, improved air quality and enable maximum recycling efforts.
- B For ease in reading these Specifications, brief summaries of applicable code sections taken from the 2001, California Building Standards Code and the California Access Compliance Reference Manual have been inserted into the appropriate areas (*shown in italics*). It shall be the responsibility of all users of these Exhibit 'B' Specifications to fully research the complete code section(s) as they relate to each architectural, design or construction element of this project. Note: Chapter 11 of the Uniform Building Code (Model) has not been adopted by The State of California for accessibility and therefore does not apply to this project.
- C The following brief summary of responsibilities is provided to aid the Lessor, and is not intended to be a complete statement of services to be provided. The lessor shall be responsible for complying with all aspects and requirements of the lease and its exhibits, as well as all statutes, policies and regulations of current and applicable state, federal, city and county codes.
- 1 Each state lease project is assigned to a team consisting of a Real Estate Officer (REO) and a Space Planner (Planner). All leasing considerations, parking, janitorial, etc., shall be determined by the REO. The Planner is the single point of contact (not the client agency) and shall make determinations concerning space planning, construction costs, construction, code compliance, change orders, final project approval and acceptance.
  - 2 The building Lessor or their representative shall be responsible to provide to the State the following documents or obtain the following approvals at their expense:
    - a Lessor shall provide accurate drawings depicting the 'as-built' condition of the space to be leased including site plan, building common areas and paths of travel necessary for State tenancy. Lessor will be responsible for any rework, design changes, change orders, etc., caused by discrepancies in 'as-built' plans provided to RESD for planning and design purposes.
    - b Provide to the Planner, at the beginning of the project, a current electronic (CAD) as-built drawing, of the area(s) to be leased and a site plan showing parking. The ACAD versions to be used shall be Release 14, 2000, or as approved by the Planner.
    - c The Lessor shall review all requirements of the Exhibit documents. It is the Lessor's responsibility to provide copies of Exhibit 'A' drawing(s) and Exhibit 'B' Specifications to their architect, engineers, consultants and contractors. Exhibits 'A', 'B', 'C' and other applicable exhibits shall be used together and shall be kept at the construction site at all times.
    - d DVBE Participation Requirements – State law and policy requires that State lease contract must meet or exceed participation goals of 3% Disabled Business Enterprises (DVBEs) for the proposed lease contract. Included in the lease contract amount for DVBE participation is: Tenant improvements;

Janitorial services, maintenance and property management during the firm term of the lease; Capital improvements directly related to the State's specifications for space; Architectural/engineering/consulting fees which are directly incurred as result of the State's specifications.

- 3 Lessor shall provide to the Planner an itemized unit cost construction estimate including all charges: labor, fees, taxes, shipping, permits, inspection, handling, installation and fabrication. Lump sum construction estimates are not acceptable. Three competitive bids are required unless approved by the State.

SAMPLE OF REQUIRED CONSTRUCTION ESTIMATE FORMAT					
Item	Unit Price	Unit Type	Number of Units	Total Cost	Remarks
20 Minute door/frame	\$595.00	each	4	\$2,380	Oak
2'x4' Ceiling t-bar/grid	\$0.70	SF	756 SF	\$529	Armstrong Cirrus
5 ton HVAC unit	\$3,340	unit	1	3,340	----
Relocate thermostat	\$180.	each	1	180.	Title 24 height

- 4 The following improvements shall be provided by the Lessor at no cost to the State:
  - Exterior window coverings
  - All capital improvements to the building's core and shell
  - Fire sprinkler main loop installed throughout for normal occupancy, including heads in place
  - Perimeter and core walls with drywall, taped, textured/sanded and ready for paint
  - Electrical service at a minimum of 5 watts per square foot for employee equipment
  - Acoustic ceiling tiles and grid (minimum 90 NRC in open areas)
  - HVAC and ducting to the space; not interior distribution within the space
  - Required entry/exit door(s), assemblies, and public exit corridors
  - Code required restroom facilities
  - Any demolition of existing tenant improvements
  - All improvements that are required per zoning, building, fire, Title 24/ADA and applicable building codes that are related to the building's core and shell
  
- 5 Lessor shall obtain the services of a licensed Architect or engineer as applicable to produce construction documents, which include all components of Exhibit 'A' and as further defined in Exhibits 'B' and 'C'. 'Lessor's architect shall verify that all requirements of the project are contained in the construction documents provided to the Planner. All documents shall be produced in CAD (Computer Aided Drafting) format, version as specified by the Planner. Drawings shall include, but not be limited to, site plan showing the path-of-travel from the property line (adjacent bus stop if applicable), and access compliant parking to the building entrance, through the building to the suite to be leased, floor plans(s), sections and/or elevations as required to show all project requirements and information regarding code compliant restrooms, door hardware, stairwells or elevators, signage, drinking fountain locations and all electrical, mechanical and/or other improvements relating to the leased space. Use of Exhibit 'A' in lieu of Construction Drawings is not acceptable.
  - a The Architect that completes a site survey and provides a verified disabled access report must have at least an ICBO Access Certification, or be included

on the Division of the State Architect (DSA) access compliance division list of consultants approved for this purpose. Provide approval documentation to Planner. See Exhibit C for forms and procedures.

- 6 All selected architects, engineers and contractors shall have a current and valid license for their respective discipline, as issued by the State of California.
- 7 The Lessor shall coordinate with the Lessor and the Department of Industrial Relations, as covered in labor code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.
- 8 Submit State reviewed construction drawings to the local city or county building authority and obtain a building permit.
- 9 Submit construction drawings to the State Fire Marshal for approval. Provide approval documentation to Planner. See Exhibit C for forms and procedures.
- 10 Submit construction drawings to the DSA for approval. The Lessor shall obtain, at the Lessor's cost, certification that the drawings meet the requirements of Title 24/ADA. See Exhibit 'C' for forms and procedures.
- 11 Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the Planner for approval. Shop drawings of all millwork/cabinetry and special items shall be submitted to the Planner for approval prior to fabrication.
- 12 At project completion, provide Certificate of Occupancy and other documents to Planner. Refer to section 2.18 of these Specifications.

#### D Sustainable Criteria

- 1 This specification addresses issues related to indoor air quality, environmental protection, construction waste management and energy efficiency:
  - A Indoor Environment Protection addresses practices and design requirements with the purpose of minimizing indoor air quality problems that might otherwise negatively impact workers and building occupants.
  - B Environment Protection intent is to minimize environmental pollution and damage as a result of construction operations and reduce the depletion of environmental resources.
  - C Construction Waste Management identifies materials to be recycled or salvaged during construction and sets the overall diversion goal for the project. The minimum standard for state projects is 50% diversion of construction and demolition materials.
- 2 A The lessor must complete the Sustainability Measures Report prior to occupancy. See Exhibit C for procedures and form.

#### E For the purpose of determining rent, Square Footage calculations for use on State leased space shall be calculated as follows:

Net useable office area includes all areas assigned to the state agency such as: offices, conference rooms, reception rooms, special use rooms, supply rooms, hallways within the space, laboratories, private restrooms/showers, break rooms,

auditoriums, cafeterias and spaces which can only be used by the state tenant. Net usable office area does not include stairwells, stacks/shafts, janitor closets, mechanical rooms, electrical rooms, general or required restrooms, dedicated public corridors, and public lobbies. Net useable office area is measured from the finished surface of the office side of the corridor and other permanent walls, the dominant portion of exterior walls, and from the centerline of demising walls separating other offices.

01.01 GENERAL PROVISIONS

- A Refer to Division 3, Special Provisions, which may expand and detail the project specific requirements.
- B Title 24 calculations, including the Certificates of Compliance relating to alterations or additions, shall be furnished to the state for information purposes on demand. Said documents shall be provided at no cost to the state and shall have been approved by the local authority.
- C The quarters shall consist of a State lease space, or portion thereof, if so indicated, and appurtenant facilities, complete and ready for occupancy and in accordance with all lease exhibits and these Outline Specifications.
- D The State's intent is to achieve adequate standards of quality while avoiding unnecessary alterations, so that in all cases where an existing feature meets requirements specified herein, the Lessor's obligation is only to maintain that feature as it exists.
- E The State's intent is that the Exhibit 'A' drawings and Exhibits 'B' and 'C' in combination, be used to provide the basis of information for bidding and construction of this project. In case of conflict or ambiguity between the Exhibits, see Planner for direction; final decision/ direction will be given in writing.
- Exhibit 'A' or "Special Provisions" of this specification shall indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.
- F Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of General Services, Real Estate Services Division, Professional Services Branch, here and after referred to as DGS." Any deviations from the Exhibits 'A', 'B' and 'C' of the lease, shall require approval from DGS.
- G Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown on Exhibit 'A' drawing(s) or described in Exhibit 'A'- Facility Design Program.
- H Construction plans and Specifications for provision of alterations, expansion of building system, including lighting, heating, ventilating, and cooling system as applicable to the construction of the space, shall be furnished to State prior to commencement of construction. Said documents shall be provided at no cost to the State and shall be approved by the local building authority.
- I Should the State make comments with regard to Lessor provided construction drawings and Specifications, they shall be construed as advisory only and shall not relieve Lessor from sole responsibility for conformity of the quarters to Exhibits 'A', 'B', or any other exhibits or attachments to the lease.



- J Lessor shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Lessor shall furnish the RESD project Space Planner copies thereof.
- K If the lessor is unable to obtain a building permit from the local authority, Lessor shall hire at his expense an Inspector of Record to review the project construction for conformance with the plans, specifications, and applicable codes. The inspector shall report directly to the State. A Certificate of Occupancy is required.

01.02 CONSTRUCTION AND CODE CRITERIA

- A These Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.
- B All references to California Code of Regulations (CCR) Title 24 shall be construed as the current edition in effect and applicable at the time local authorities having jurisdiction will be issuing the required permits.
- C Energy Conservation -- One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.
- D Life cycle cost procedures; consistent with the National Institute of Standards and Technology (NIST) recommended procedures (BLCC) shall be used by the Developer, Architect and/or Engineering Consultants in determining what techniques to use to achieve greater energy efficiency for the facility.
- E The State reserves the right to require the implementation of any future energy option that pays for itself within the firm term of the lease and to participate in any local utilities load management programs.
- F The Developer and Architect and/or Engineering consultants shall comply with CCR Title 24, Part 1 through Part 6.
- G Premises shall include installation and annual servicing of fire hoses and/or extinguishers, in cabinets, located as required by codes as applied by officials responsible.
- H Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in FEMA 178 or an equivalent to at least 75% of the current Uniform Building Code. Certification of the above requirements must be provided by an independent, licensed structural engineer at the lessor's expense.

- I Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate. Lessor shall also be responsible for all costs relative to said certification including any preliminary plan review as deemed necessary by state. If fire, safety or health hazards are detected either before or after occupancy by the State, the Lessor, at the Lessor's sole cost and expense, shall correct them.
- J Lessor shall also be responsible for compliance with Health and Safety Code Sections 25280-25299.7, relative to operation and maintenance of existing Underground Storage Tanks (UST's). If the state elects to operate existing UST's, it shall assume responsibility as specified in the law for maintaining said UST's except that Lessor shall be responsible for the installation and maintenance of electronic or other sensory devices for monitoring leakage from the tanks.
- K Lessor hereby guarantees that the premises, when completed and ready for occupancy, are tenantable. All mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these Specifications and for the full term of this lease. All labor shall be especially skilled for each kind of work and all workmanship must be thorough and first-class in all respects.
- L Emergency Evacuation Plans: Where the State occupies any portion, or all of a building, the Lessor shall provide an emergency evacuation plan(s) for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".
- M Title 24/ADA: All State leased spaces, both new and lease renewals, shall comply with all current building statutes, DSA/AC policies, codes, ordinances, and regulations. The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Accessibility Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence. Modifications of existing conditions to reach compliance are required unless the alterations meet the qualifications for 'Unreasonable Hardship'. For the purposes of this State leased project, an Unreasonable Hardship shall be defined as a condition which effects Right-of-way (path of travel), legal or physical constraints. Hardships are unlikely to be granted for buildings constructed after 1991. A hardship can not be determined by RESD or their client State agencies. A hardship must be applied for at DSA; see Exhibit 'C' for form and procedures. Written documentation of DSA determination shall be provided to Planner for records. All such modifications shall be performed at the lessor's sole expense.
- N Real Estate Services Division, Professional Services Branch, invites lessors to make preliminary submittals for projects. An informal review will be made to reduce the need for plan changes in later stages of contract document preparation.

01.03 CONSTRUCTION MATERIAL DISPOSAL REQUIREMENTS

- A Lessor shall use site separation method to maintain a minimum standard of 50% diversion of construction and demolition materials from the landfills.
  - 1 Site Separation: Sorting of construction waste on site for delivery to a recycler. For site separation projects, the Lessor will be required to provide a form with weigh tickets, signatures and other forms of validation that reflect the kind and amounts of materials that have been recycled.
  - 2 The lessor shall provide separately marked on-site bins for recycling of wood, plastics, metals, glass, beverage containers, concrete, cardboard, and gypsum board at a minimum. Other items as determined by the project type shall include: paint, asphalt pavement, insulation, and tile/masonry, and carpet. For removal of existing carpet, the lessor shall prepare for pickup for reuse or recycling in an "environmentally friendly" manner based on the type of material and reclamation option selected. Lessor shall contact manufacturers for recycling requirements for both broadloom and carpet tiles.
  - 3 The forms show the format for recycling information to be completed by the Lessor's contractor prior to construction and at the completion of the project. Should the Lessor wish to use these forms, they may be obtained at the following address: <http://resd.dgs.ca.gov/PSB/RealEstate.htm>

State of California

Project No.  
 \_\_\_ Approved  
 \_\_\_ Waived  
 \_\_\_ Not Approved  
 Staff Initials \_\_\_\_\_

**Job Site Recycling and Waste Reduction Plan Form (JSR & WRP)**

1. Please answer the following questions:

Project Address \_\_\_\_\_  
 Name of Project Manager \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Cellular Phone No. \_\_\_\_\_  
 Fax Number \_\_\_\_\_

- 1. Estimate the amount of waste this project will generate on the waste assessment table on the back of this page.
- 2. Estimate the types of materials to be recycled, reused and salvaged on the work assessment table that follows
- 3. Briefly state how materials will be sorted for recycling, reuse or salvage on the job site.
- 4. Will this project require the use of sub-contractors.  Yes  No

If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your **Job Site Recycling and Waste Reduction Plan.**

## PRE-CONSTRUCTION RECYCLING CHECK LIST

### Waste Assessment

Identify the materials and quantities that you estimate can be recycled, reused or salvaged. Specify any additional materials that can be recycled, reused or salvaged. Estimate the amount of solid waste generated and disposed in landfill.

Material Type	Est. Amount (tons/yards)	Proposed Processing Methods (check all that is applicable)			
		Recyclable	Reuseable	Salvageable	Landfill
Asphalt & Concrete					
Brick, Tile					
Building Materials (Doors, windows, fixtures, etc...)					
Corrugated Cardboard					
Dirt/Clean Fill					
Drywall					
Padding-Carpet/Foam					
Plate Glass/Non-Container					
Scrap Metals					
Unpainted Wood & Pallets					
Yard Trimmings, Brush, Trees, Stumps, etc.					
Others					
Garbage-solid waste trash, rubbish, discarded food					
Total					

If no materials are targeted for recycling, reuse or salvage, please state why.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**POST-CONSTRUCTION RECYCLING CHECK LIST**

**STATE OF CALIFORNIA**

Summary Report Form (SR)

Project No. \_\_\_\_\_  
 Project Address \_\_\_\_\_

*Submit at project completion*

1. Please indicate the material type recycled, reused or salvaged and the actual quantities processed from this project. State if the material was recycled, reused or salvaged. Describe the handling procedure or destination of each material. Indicate the actual amount of solid waste produced and disposed in landfill.

Material Type	Est. Amount (tons/yards)	Actual Quantities				Handling Procedures/ Destination
		Recyclable	Reusable	Salvageable	Landfill	
Asphalt & Concrete						
Brick/Tile						
Building Materials						
Doors, windows, fixtures, etc.						
Corrugated Cardboard						
Dirt/Clean Fill						
Drywall						
Padding-Carpet/ Foam						
Plate Glass/Non-Container						
Scrap Metals						
Unpainted Wood & Pallets						
Yard Trimmings						
Brush, trees, stumps, etc.						
Others						
Garbage Solid Waste						
Trash, rubbish, discarded food, etc.						
Total						

SAMPLE

If no recycling took place, please explain why.

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Date

Last updated: September 25, 2000

01.04 TOXIC MATERIALS

A Upon request, Lessor shall provide Material Safety Data Sheets (MSDS) from the Contractor or supplier of any product or item used in the construction of this project, which affects IAQ (Indoor Air Quality).

B ASBESTOS

- 1 Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing materials (ACM) as defined in Title 15, Sections 1601 and 2607 of the United States Code. Free of hazard means that after an Asbestos Survey and Evaluation, any asbestos containing materials are determined to be not damaged and an effective Asbestos Operations & Maintenance Program (O&M Plan) exists to minimize damage or disturbance to any ACM.
- 2 The areas covered under this agreement include:
  - a Space leased to the State and plenums in the same HVAC zone
  - b Common public areas which state employees or its invitees would normally/reasonably use.
  - c Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described, in items a and b above.
- 3 Damaged ACM means after a visual and physical inspection, asbestos containing materials or assemblies exhibit breakage, delamination, buckling, deterioration, water stains or saturation, or other defect or condition not intended at the time of installation, whether or not the condition occurred intentionally or by accident.
- 4 Operations and Maintenance includes the following proactive work practices: (1) maintain asbestos-containing materials in good condition, (2) ensure proper cleanup of asbestos fibers previously released, (3) prevent further release of asbestos fibers, (4) monitor the condition of asbestos-containing materials, and (5) perform a risk assessment to classify and document existing and subsequently discovered asbestos containing materials. This program shall be consistent with the intent of recommended guidelines of the U.S. E.P.A.
  - a The Lessor shall provide the State with certification that the areas referred to above are free of asbestos hazards from ACM and submit a copy of the O&M Plan prior to state occupancy. Certification shall be in the form of an ACM Survey and Evaluation Report prepared by a Cal/OSHA Certified Asbestos Consultant. Said survey shall include those areas listed in paragraph 2. Survey requirements consist of a visual walk-through inspection and testing of materials listed in accordance with Table A. "Criteria for Sampling and Recording Suspect ACM". Bulk samples of suspected ACM shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the Polarized Light Microscopy (PLM) method. Said Survey and Evaluation Report shall identify all ACM found and recommend abatement procedures. The report is subject to review and approval by the State and the Lessor shall agree to all conditions contained therein.
  - b If damaged asbestos is found or the physical condition of suspected ACM indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method and a required response action must be undertaken in accordance with an approved O&M Plan. The O&M Plan shall include conditions for final clearance which states that asbestos fiber concentrations of 0.010 f/cc of air or

greater requires further testing by the Transmission Electron Microscopy (TEM) method.

- c The O&M Plan must require that an average concentration of air is below .010 fibers per cubic centimeter (f/cc.) as determined by Phase Contrast Microscopy (PCM) using NIOSH 7400 method. Transmission Electron Microscopy (TEM) testing will be mandatory if samples tested using PCM analysis indicate greater than 0.010 f/cc of air. Air concentrations for TEM shall not exceed 70 structures per millimeter squared (s/mm<sup>2</sup>) or 0.010 f/cc. as determined using NIOSH 7402 method. A Cal/OSHA Certified Asbestos Consultant shall determine the number and locations of air sampling tests.
- 5 If said premises were constructed after 1979, Lessor shall provide RESD with written documentation stating that the building contains no ACM including any interpretation or conclusions drawn and findings of fact. At State's request, Lessor, at his expense, shall provide verification by a Cal/OSHA Certified Asbestos Consultant.
- 6 If at any time during the term of this lease or during any extension or renewal hereof, previously unidentified ACM hazard is discovered or airborne asbestos fibers above 0.010 f/cc level are found to be entering the state-lease space, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all damaged ACM determined to be affecting the state-leased space. Response actions and air monitoring shall be accomplished per Article (4b) above.
- 7 Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a contractor licensed and asbestos certified by the Contractor's State License Board and registered as an asbestos contractor with the Division of Occupational Safety and Health. The State reserves the right to establish consultant oversight of any asbestos related work program at its expense.
- 8 Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACM which include but are not limited to the actual costs to the Lessor for ACM abatement, and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACM from the Lessor's building including clean up of contaminated state-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the state together with certification by a Cal/OSHA Certified Asbestos Consultant that the area is free of hazard from ACM.
- 9 If it is determined, by the State, that for safety reasons, State employees should be relocated at any time prior to or during the abatement of ACM, the Lessor shall provide comparable accommodating space (at no cost to the state) throughout the abatement process. A qualified representative of Cal/OSHA shall make said determination. The Lessor specifically agrees to pay for all costs associated with this move or to reimburse the state if the state paid for this cost, including all reasonable administrative costs, cost of moving or renting furniture, data processing, and telephone equipment.

- 10 In the event, after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described hazard from ACM; the State may effect such abatement. In addition to any other remedies the State may have, it may deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACM from the rent. These costs may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the State for its use.
- 11 In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of hazard from ACM, as required under the provisions of this lease, the state may, by notice in writing, terminate this lease. Lessor shall be liable to the State for all expenses, losses, and damages reasonably incurred by the State as a result of such termination: including but not limited to additional rental necessary to pay for an available, similar replacement facility. This rental shall extend over the period of what would have been the remaining balance of the lease term plus any option periods, costs or any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing and telephone equipment.
- 12 The Lessor shall indemnify, defend, and hold the State of California, its officers, and employees harmless from and against any and all losses, damages, judgments, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of hazard from ACM within the state-leased space or the building in which the leased premises are located.



TABLE A

**CRITERIA FOR SAMPLING AND RECORDING SUSPECT ACM**

AHERA CLASS	MINIMUM NUMBER OF SAMPLES (e) (f)	SPEC #	SPECIFICATION NAME	UNITS
N/A	N/A (a)	88888	NO SUSPECT ACM (ENTIRE BUILDING)	NONE
M	(h) (i)	99999	OTHER SUSPECT MATERIALS	(b)
M	1 (g)	02080	LOOSE DEBRIS	CF
M	1 (g) (m)	02085	SOIL DECONTAMINATION	SF
M	1	04565	MASONRY FIREBRICK	SF
M	N/A (i) (j)	06120	TRANSITE SIDING	SF
M	N/A (j)	06125	TRANSITE (SHEET)	SF
S	3-5-7 (d) (e) (i)	07210	BUILDING INSULATION (THERMAL)	SF
S	3-5-7 (c) (e)	07220	BUILDING INSULATION (ACOUSTIC)	SF
S	3-5-7 (c) (e)	07250	FIREPROOFING (SPRAYED)	SF
M	1	07255	FIREPROOFING (PANELS)	SF
M	1-5 (i)	07315	ROOF TILES	SQ
M	1-5 (i) (j)	07325	ROOFING SHINGLES	SQ
M	2-5 (i)	07515	BUILT-UP ROOFING	SQ
M	1	07900	SEALANTS	LF
M	1 (j)	08306	FIRE DOORS	EA
S	3-5-7 (c) (e) (i) (j)	09211	FINISH PLASTER	SY
M	3 (e) (i) (j)	09255	GYPHUM WALLBOARD	SF
S	3-5-7 (c) (e) (i)	09510	ACOUSTICAL (SPRAYED)	SF
M	2 (j) (i)	09511	ACOUSTICAL (TILES)	SF
M	1 (i)	09512	ACOUSTICAL (PANELS)	SF
M	1-3 (i) (j) (n)	09660	RESILIENT FLOORING (TILES)	SF
M	1-3 (i) (j) (n)	09665	RESILIENT FLOORING (SHEETS)	SY
M	1 (i) (j)	09666	WALL BASE	LF
M	N/A (j)	15065	TRANSITE PIPE OR FLUE	LF
TSI	3 (d) (e) (i) (k)	15260	PIPE INSULATION (LOW TEMPERATURE)	LF
TSI	1 (h) (d) (i) (k)	15261	PIPE FITTINGS (LOW TEMPERATURE)	EA
TSI	3 (d) (e) (i) (k)	15262	TANK INSULATION (LOW TEMPERATURE)	SF
TSI	3 (d) (e) (i) (k)	15270	PIPE INSULATION (HIGH TEMPERATURE)	LF
TSI	1 (h) (d) (i) (k)	15271	PIPE FITTINGS (HIGH TEMPERATURE)	EA
TSI	3 (d) (e) (i) (k)	15272	EQUIPMENT INSULATION (HIGH TEMP)	SF
TSI	3 (d) (e) (i)	15290	DUCT INSULATION	SF

LEGENDS:

AHERA CLASS

S = Surfacing Material  
M = Miscellaneous  
TSI = Thermal System

UNITS

SY = Square Yard = 9 square feet  
SF = Square Feet  
SQ = Square (roofer's square) = 100 square feet  
LF = Linear feet  
EA = Each  
CF = Cubic feet  
CY = Cubic Yard = 9 cubic feet (not used in this contract)

**TABLE A  
(Continued)**

NOTES FOR TABLE A:

- (a) Reserved exclusively for entire buildings with none of the materials listed on this table.
- (b) Contact DSA. Inspector to assign.
- (c) 0-1000 SF = 3; 1000-5000 SF = 5; >5000 SF = 7
- (d) Per thermal system, or 1 sample per patch > 6 LF or SF.
- (e) Add 1 QC sample per 20 samples.
- (f) Unless sampling would damage functional integrity.
- (g) Per homogeneous ACM source.
- (h) Inspector to determine appropriate number of samples.
- (i) Provide separate sample analysis for each component of an assembly.
- (j) Criteria for Assuming Suspect ACM:

SPEC #	BUILDING MATERIAL	CONDITIONS TO ASSUME POS. ACM MATERIAL	CONDITIONS TO SAMPLE MATERIAL
09211	FINISH PLASTER	UNDAMAGED	DAMAGED
09255	WALLBOARD/TAPE/JOINT COMPOUND	UNDAMAGED	DAMAGED
09255	WALLBOARD WITHOUT JOINT COMPOUND OR TAPE (WITH OR WITHOUT PLASTER)	UNDAMAGED	DAMAGED
09660, 09665	WALL BASE MASTIC	UNDAMAGED	DAMAGED
09660	9 X 9 VAT	ALL	N/A
09660, 09665	12 X 12 VAT, LINOLEUM	UNDAMAGED, OLDER THAN 1981 (I) OR LESS THAN 6 SF (N)	DAMAGED, OR INSTALLED BETWEEN 1981 AND 1988 INCLUSIVE (I)
09660, 09665	VAT MASTIC	UNDAMAGED, OR LESS THAN 6 SF (N)	DAMAGED
08306	FIRE DOORS	ALL	DAMAGED
06120, 06125, 15065	TRANSITE MATERIALS	ALL	N/A

- (k) Chilled water lines should be classified as low temperature. Domestic hot water, steam or high-pressure steam and condensate lines should be classified as high temperature.
- (l) Date of material, based on facility personnel testimony, building construction records, or surveyor's professional judgement(m) Record quantity in terms of extent of surface contamination.
- (n) Individual flooring tile and mastic patches of less than 6 SF need not be sampled but should be reported as Assumed Positive ACM in the Material Note as a component of a material assembly.

**C LEAD**

- 1 Lessor shall maintain premises free of hazard from Lead Containing Materials (LCM) whether said hazard is caused by a deteriorated condition of said LCM or by dust generated by disturbance of same for the purpose of removal, alteration, modification, etc. Paint chip samples, and samples of other suspect LCM's shall be collected by a DHS Lead Certified Project Designer for laboratory analysis to determine lead content.
- 2 In the event LCM removal is required, an independent Certified Industrial Hygiene Consultant shall be retained by lessor to inspect quality of work for compliance with applicable regulations, perform air monitoring, final clearance visual inspection, wet wipe sampling/lab analysis, and ensure proper handling/disposal of hazardous waste.

3 All conditions as referenced in the preceding Section 01.03 A, Asbestos, shall apply in like manner, generally substituting the word lead for asbestos exclusive of the cited asbestos regulations. The following Codes and Titles shall apply to the presence of LCM as pertinent and applicable.

- CCR T8, Sec 1532.1 (CAL/OSHA Construction lead Standard)  
Sec 1529 (CAL/OSHA Asbestos in Construction Standard)  
Sec 1509 (CAL/OSHA Injury & Illness prevention Program)  
Sec 1510 (CAL/OSHA Construction Code of Safe Practices)  
Sec 1514 (CAL/OSHA Personal Protection Equipment)  
Sec 5194 (CAL/OSHA Hazard Communication Standard)  
Sec 5144 (CAL/OSHA Respiratory Protection Standard)
- Title 22, CCR Sec 12601 (c) (d) Clear & Reasonable Warnings
- Title 22, CCR Div 4.5, Ch 10, 11, 13, 18 Disposal of Haz Waste
- 42 USC, 7409 7601 (a) clean Air Act
- Title X, Lead-based Paint Hazard Reduction Act of 1992
- EPA Interim Guidance on Lead-based Paint, Contaminated Dust and Soil (pending promulgation of TSCA Title IV, Sec 403 rule)
- CA Health & Safety Code Sec 429.16 Accredited Training for Lead Work
- Title 17 CCR, Sec 35001, Individuals in Lead-Related Construction Work
- 50FR 2554, EPA, Sec 50.12 Ambient Air Quality Standards for Lead

## DIVISION 2 -- DESIGN REQUIREMENTS

### 02.00 FLOOR CONSTRUCTION AND FINISHES

- A Concrete floor construction is the standard for comparison. Floors of other material may be acceptable provided its use does not produce or transmit sound or vibration to a greater degree than a 4" reinforced concrete slab.
- 1 Lessor shall provide certification that the surface tolerance of the floor area to be leased, as a result of field conditions, in no case exceed more than ¼ inch in 10 feet from a true flat plane.
  - 2 Slopes and floor surfaces shall be within industry standards for field conditions, and shall not exceed aforementioned tolerance. A licensed contractor in the appropriate trade shall provide said certification. Floor tolerance measurement shall be accomplished by use of laser leveling equipment or straightedge method. Contact Planner or their designee for site review of floor tolerance measurements.
  - 3 If floor is out of compliance, leveling must be achieved with high strength concrete topping compound: Ardex, Inc., K-500, Hacker Ind., Firm Fill 4010, Maxxon, Level-Right, or approved equal applied per manufacturer's recommendations.
- B Concrete floors in janitor closets; heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" top set base, per Exhibit 'A', unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by state.

- C Lessor shall perform a quantitative moisture test on concrete subfloor before installation of any flooring product, employing the use of anhydrous calcium chloride test. The test shall be conducted in the space with all windows closed and has been maintained at a constant temperature of 70 degrees for a minimum of 72 hours. Concrete floors/slabs shall be tested for maximum allowable moisture content based on flooring manufacturer's recommendation for the type of flooring to be installed. Flooring shall not be installed against manufacturer's installation instructions. Should the moisture test results not meet the manufacturer's recommendation, the concrete shall be sealed with a product, which meets indoor air quality requirements, is recommended by the manufacturer and will effectively perform with adhesives.
- D Acceptable Carpet Types, either broadloom or carpet tiles, shall meet the requirements below:

"All carpet shall meet *California Gold Sustainable Carpet Standard* certification and provide proof of certification in submittals and upon delivery of materials. See [www.green.ca.gov/EPP/Standards](http://www.green.ca.gov/EPP/Standards) for more information." The only exemption to this standard is when patching or repairing within an existing field of carpet when not possible to match existing patterns with certified products and outlined in Exhibit "A".

- 1 Level loop, textured loop, level-cut, or level-cut/uncut pile texture and maximum pile height of 1/2" per CBC Section 1124.3, see figures A and B below.
- 2 Carpet edges shall comply with CBC Section 1124B.3: Changes in level up to 1/4 inch vertical and without edge treatment see Figure A and for changes in level between 1/4 inch and 1/2 inch shall be accomplished by means of a ramp that complies with Figure B.



Figure A

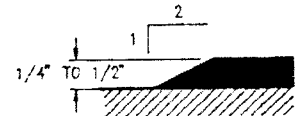


Figure B

- 3 Random graphic pattern loop Non-generic branded, 6 or 6,6 Nylon face yarn with inherent static control.
- 4 Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20% relative humidity and 70°F as measured by AATCC-Test Method 134.
- 5 Anti-microbial properties shall be used for healthcare, senior care or childcare and 'clean' areas.
- 6 All carpet shall be installed per manufacturer's guidelines. Firm cushion installation that complies with CBC Section 1124B.3 is also applicable. The carpet shall be securely attached; have a firm cushion, pad or backing; and have a level loop, textured loop; level-cut pile or level-cut/uncut pile texture. The maximum pile height shall be 1/2 inch.
- 7 Pattern and color as per drawings or as provided by the Planner.

- 8 The backing shall have a 10-year guarantee against, tuft pull and zippering, and surface wear shall not be more than 10% within 10 years.
- 9 All adhesives used in this project shall be non-toxic, low odor, solvent free and shall have no toxic vapors and contain no carcinogenic materials.
- 10 All doors in carpeted areas shall be undercut sufficiently to permit free swinging.
- 11 Carpeting must conform to Federal Occupation, and Safety and Health regulations concerning fire proofing.
- 12 Carpet shall be installed in accordance with the Carpet and Rug Institute CRI 104, Standard for Installation of Textile Floor Covering Materials. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor materials and workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations. The materials shall be guaranteed against wear, delamination, tuft bind and lightfast for a period of 10 years. The material shall remain colorfast as a result of atmospheric contaminants for a period of 5 years after installation.
- 13 Carpet shall be maintained in good condition per manufacturer's guidelines. It is recommended by the State that the lessor order additional carpet of the same dye lot for future repairs or replacement of damaged carpet.
- 14 BROAD LOOM:
- Tuft bind for broadloom shall be 6.25 lbs., ASTM 1335
  - All scraps 12" square or larger shall be bundled and turned over to the state.
  - Minimum 26 - 28 oz/sq. yd face yarn weight, or above.
  - Density: 5800 minimum
  - Density = 36x face weight ÷ pile thickness
- 15 CARPET TILE:
- Minimum 17 oz/sq. yd face yarn weight, or above.
  - Tuft bind strength shall be minimum 10 lbs.
  - Density: 5000 minimum
  - Warranty edge ravel for 10 years
- E Floors in toilet rooms shall be of nonabsorbent material impervious to moisture such as terrazzo, ceramic tile, or approved equal material with 4" minimum base.
- F Ceramic Tile Flooring shall have a coefficient of friction of at least 0.6 per ASTM C1028 (0.8 % on sloped surfaces steeper than 6%). Unless otherwise noted by Planner, provide 2" x 2" slip resistant floor tile with 6" matching ceramic base, include all inner and outer corner and trim pieces. Wall tile shall be 4"x 4" glazed ceramic tile. All adhesives, mastics, grout and components shall be approved by the FEPA.E.1.

- G Vinyl Composition Tile, shall meet ASTM F 1066, FS SS-T-312B, Type IV, Composition 1, Class 2, 12" X 12" having uniform thickness of 1/8" with square true edges of manufacturer's standard color and pattern as selected from Armstrong "Imperial Excelon," Azrock "Custom Cortina, Tarkett "Signals" or approved equal. Product must comply with local regulations controlling the use of volatile organic compounds (VOC's) Provide one carton (40 pieces) of additional matching floor tile.
- H Resilient Flooring shall have a coefficient of friction of at least 0.6 per ASTM D2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100% solvent free adhesive.
- I Exposed concrete floors are not acceptable in toilet rooms or showers.

#### 02.01 EXTERIOR WALLS

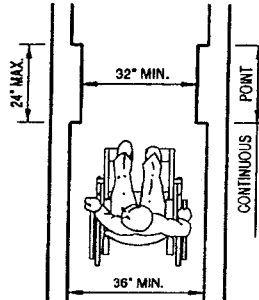
- A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all cracks that allow outside air to penetrate the building's envelope.
- B Exterior walls shall be insulated such that the heat transfer values from the wall to the occupied space complies with CCR Title 24, Part 1 through Part 6.

#### 02.02 INTERIOR WALLS AND PARTITIONS

- A Walls and partitions shall be ceiling height unless otherwise noted on Exhibit 'A' or Division 3 'Special Provisions'. Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound retardant value (minimum 32 sound transmission class (STC). Textured finish on new partitions is not acceptable unless otherwise noted by the state. Single panel partitions may be used only if so noted on plan or in Division 3 of these specifications.
  - 1. Where wood is used for framing, the lumber shall originate from certified sustainable forests. Provide certification from the Forest Stewardship Council or SmartWood (A voluntary third party certification in conformance with Scientific Certification System (SCS) that timber harvested meets forest management and ecological standards.)
  - 2. Particle Board: When using particle board, the Lessor's contractor may use one of the following types: Wheat board or particle certified from sustainable forests.
- B Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas, minimum sound rating of 50 STC (sound transmission class) as set forth in ASTM E90. Access to mechanical rooms shall not be through office areas.
- C Provide 4' high wainscot of equal material at plumbing fixture walls, walls within water closet compartments, and walls within 24" of the front and sides of urinals. New walls in restrooms, showers, (wet areas), shall be non-absorbent 'green' board.
- D Glazed openings in office partitions shall be clear and meet all applicable code requirements; wire, tempered, safety, etc.

- E Provide clear, unobstructed space for all paths of travel including columns, fire extinguisher cabinets, and pipes, etc.

**NOTE:** THIS DRAWING DEPICTS EXTREME CONDITIONS. 44" IS THE REQUIRED MINIMUM WIDTH. THIS DRAWING IS INCLUDED TO SHOW MAXIMUM ALLOWABLE PROTRUSIONS.



**MINIMUM CLEAR WIDTH  
FOR SINGLE WHEELCHAIR**

### 02.03 ROOF AND INSULATION

- A Roof shall be weathertight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of premises.
- B Roof shall be insulated such that the heat transfer values from roof to occupied area complies with CCR Title 24, Part 1 through Part 6.
- C Lessor's contractor shall purchase roofing products as recommended by the FEMP which conserve energy (within budgetary constraints).

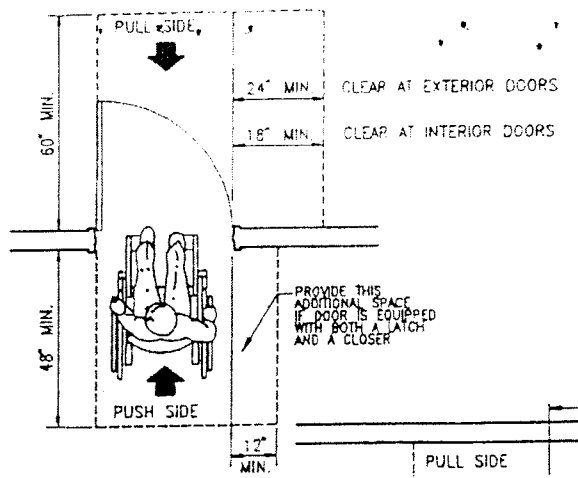
### 02.04 ACOUSTICAL CEILINGS

- A Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0". In general, excessive ceiling heights producing deep, well-like rooms are to be avoided.

### 02.05 DOORS

- A The formaldehyde emission level of all new doors shall not exceed 20 ppb.
- B All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with mortise locksets shall be solid core construction. Face veneer shall be rotary cut book-matched premium birch, maple or beech suitable for stained or natural transparent finish. All double doors to be "bookmatched". Lessor may submit, as an alternate, his established building standards for State approval.
- C Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

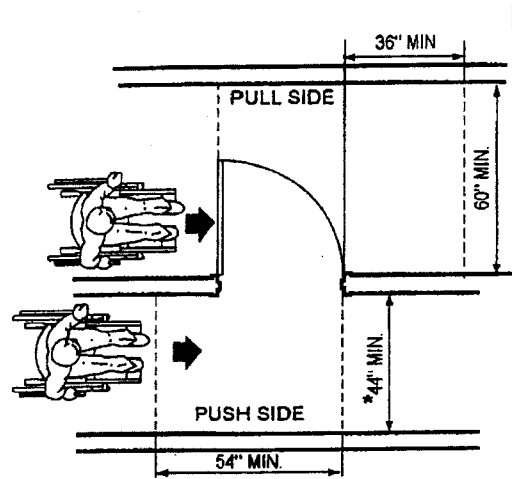
- D Fire rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the State Fire Marshal who may require re-testing and/or re-certification.



LEVEL MANEUVERING CLEARANCE AT DOORS

- E Doors separating conditioned and nonconditioned space shall be weatherstripped or gasketed to effectively and reliably limit air infiltration. Adhesive foam-type or felt weatherstripping is not acceptable.

- F Thresholds shall comply with CBC Section 1133B.2.4.1: *The floor or landing shall not be more than 1/2 inch lower than the threshold of the doorway.* Change in level between 1/4 inch and 1/2 inch shall follow figures A and B in Section 02.00, paragraph D in this specification. Provide internal, associated UPS so that the shutter can be opened by tenant staff.

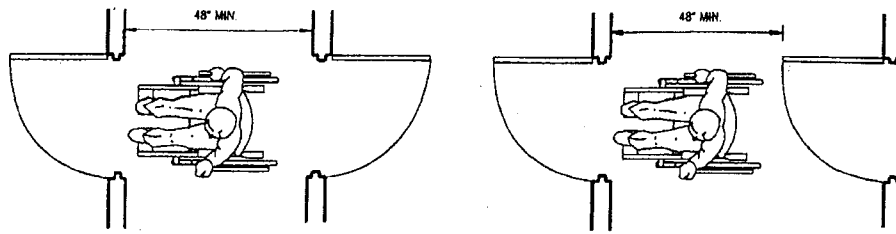


\* NOTE:  
48" MINIMUM IF DOOR HAS BOTH A LATCH AND A CLOSER

HINGE APPROACH

- G Where indicated on plans, or required by code, provide a manually operated rolling counter steel fire shutter bearing a UL 3/4 hour, "C" label min. Emergency operation shall be by automatic fire release device with adjustable time delay, 45 seconds. Release shall be activated by smoke detector(s) as required by code.





**1. TWO HINGED DOORS IN SERIES**

**NOTE:** Provide 48" clear maneuvering distance between any configuration of doors in a series

- H Automatic entrance and elevator doors: Automatic entrance doors shall comply with the door protective and reopening requirements of CBC Section 1133B.2: Doors closed by automatic means shall be provided with a door-reopening device that will function to stop and reopen an elevator car door and adjacent hoistway door in case the car is obstructed while closing. This reopening device shall also be capable of sensing an object or person in the path of a closing door without requiring contact for activation at a nominal 5 inches and 29 inches above the floor. Door-reopening devices shall remain effective for a period of not less than 20 seconds; and door requirements of Section 1133B.2.3.2: When an automatic door operator is utilized to operate a pair of doors, at least one of the doors shall provide a clear, unobstructed opening width of 32 inches with the door positioned at an angle of 90 degrees from its closed position.
- I All doors shall be signed in compliance with section 02.09 paragraph D Signs, of this Specification.

**02.06 HARDWARE**

- A Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets shall be Schlage "D" series, "Rhodes", "Corbin," or equal. Latchsets shall be Schlage "AL" series, "Saturn" or equal. Provide pin tumbler locks on doors between public corridors and office areas, and as noted on plans. Locksets and latchsets shall be "Schlage," "Corbin," or approved equal. Doors providing access to quarters, isolated storage rooms, and other doors designated to be provided with a lock, shall have Schlage "D" Series or equal; interior office doors may have Schlage "AL" series latchsets or equal. Key locks shall be placed on all plumbing chase access doors, electrical panels, and as directed by State.
- B Mounting height of latching hardware/ hand-activated door opening hardware shall be centered between 30" to 44" A.F.F. per CBC Section 1133B.2.5.1. This section describes types of hardware options and how they are to be used. Refer to the aforementioned section for description of hardware types, their use and operation.
- C Pressure to operate exterior doors shall not exceed 8.5 lbs., interior doors shall not exceed 5 lbs., and fire rated doors shall not exceed 15 lbs., per CBC Section 1133B.2.5.1. Some tolerance for field conditions as required to insure latching is acceptable, not to exceed two (2) additional pounds for this requirement, indicating 7 lbs. for interior doors and 10 lbs. for exterior doors. Refer to the aforementioned section for other door types and their allowable pressure.

- D All hardware shall meet the requirements of CBC Sections 1133B.2.1, 1133B.2.5.1 and 1003.3.1.8: *Regardless of the occupant load served, exit doors shall be operable without the use of a key or any special knowledge or effort in the direction of egress.*
- E All building common area, lobby or required exits must comply with CBC 1003.3.1.8. Place a sign on or adjacent to the door stating "This door to remain unlocked whenever the building is occupied". This can be achieved by use of a lock or latch that is always operable from the inside without the use of a key or any special knowledge or effort.

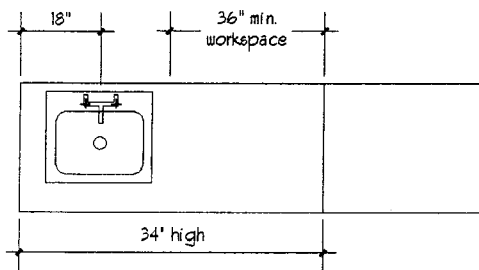
Exit devices: Panic hardware shall comply with UBC Standard 10-4 and shall be mounted between 30" and 44" above finished floor surface. The unlatching force shall not exceed 15 lbs. applied in the direction of travel. Panic hardware shall comply with CBC Section 1003.3.1.9, which is 8lbs. When allowed in writing by the State Fire Marshal, this may be increased to 15 lbs. maximum. When pressures are allowed to exceed 15 lbs. by written authority, a power-assisted door opener shall be placed on the door(s).

- F Furnish and install all hardware as required for a complete assembly. The work shall include, but is not limited to, locks, latches, door butts with non-removable pins on out swinging exterior doors, and door stops. Where indicated on plans, the work includes metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges. Key all locksets as directed by the State. The keying shall be a minimum three level systems.
- G Provide latchsets at all interior doors unless otherwise noted on plans.
- H Provide adjustable door closers on entrance doors, doors to toilet rooms and their vestibules, and on other doors where noted on the plan(s). Provide minimum 10" high kick plate (or other impact resistant surface) on 'push' side of doors with closers.
- I Floor stops shall not be located in the path of travel or beyond 4" maximum from walls. Flush mounted door stops/drop bolts are prohibited.

## 02.07 MILLWORK

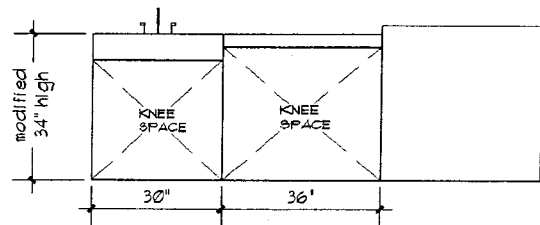
- A Provide new cabinet work as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Furnish WIC Certified Compliance Certificate. Each item of casework and plastic laminate counter top shall bear WIC Certified Compliance Grade Stamp.
- B Cabinets shall be of sizes and types indicated on the Exhibit 'A'. Base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise.
- C Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip, bull-nose edge, and an integral cove splash. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Other materials may be submitted to the state for approval.

- D Shelving units shall be a minimum of 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edgebound.
- E Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by WIC Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by state.
- F Cabinet and Drawer hardware: Provide bullet tip hinges, flush, or offset, magnetic catches, and wire pulls plated to match hardware. Provide U shaped wire pulls or touch-latch at all accessible casework or equally accessible pull hardware.
- G The formaldehyde emission level shall not exceed 20 ppb for all cabinetry and millwork materials.
- H Base Cabinets containing sinks shall be fully accessible. Unless otherwise noted, provide cabinet doors to conceal clear space below.
- I At new or remodeled sink counters, provide counter top height at 34" above finished floor with 30" wide clearance under sink. A workspace at sink locations is required. The workspace shall be 34" high and a minimum of 36" wide, with 27" clear from under counter to floor. The worksurface can be located on the left or right of the sink.
- J Existing counters (sink, reception, etc.) may be modified to meet the 34" height requirement, if shown/noted on plans; if 'modification' is not shown, replace the counter with new. Counters must be not less than 66" in width or 5% of the entire counter. If a writing surface is needed, the surface shall be 28" – 30" high.



PLAN VIEW

Existing 36" high counter modified to meet accessibility.



ELEVATION

## 02.08 PAINING/WALLCOVERING/SEALANTS

- A Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides.
- B When doing work such as painting, wallcovering or other work, ensure that materials used do not emit toxic fumes.
- C Colors shall be as selected or approved by the state.
- D Existing Surfaces (unless otherwise approved by the Planner).
  - 1 Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.

- 2 Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.
- 3 Painted doors and trim shall be finished in latex semi-gloss enamel.
- 4 Acoustical Tile shall be finished with nonbridging paint "Off-White" when required on plans.
- 5 Stained or natural finished wood shall be finished with sealer and lacquer.

E New Surfaces

- 1 New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of the best quality, latex, semi-gloss enamel.
- 2 Painted doors and trim shall be latex semi-gloss enamel.
- 3 Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water based, urethanes or similar environmentally sensitive products.

F Where non-matching contiguous painted surfaces result from preparation of the State's quarters, matching paint shall be applied extending to natural break points of the surfaces in question.

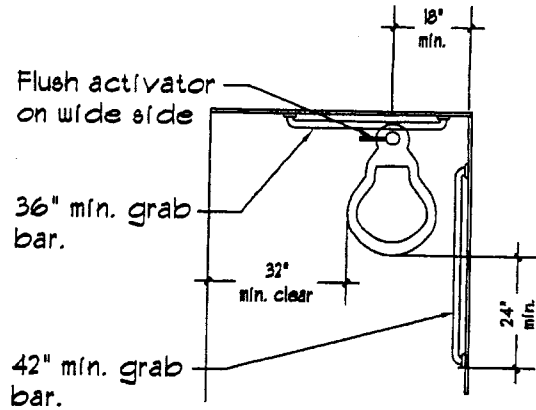
G When wallcovering is used, the selected material shall be 'breathable' in nature; allowing the substrate access air, helping to avoid mold and bacteria development. All adhesives used shall be, non-toxic, low in VOC emissions and shall be as recommended by the manufacturer.

H Sealants: Interior sealants shall not contain mercury, butyl rubber, neoprene, SBR (styrene butadiene rubber), nitrile, aromatic solvents (organic solvent with a benzene ring in it's molecular structure), fibrous talc or asbestos, formaldehyde, halogenated solvents, lead, cadmium, hexavalent chromium, or their components.

02.09 BUILDING SPECIALTIES --(See Section 01.02 M. Requirements for Persons with Disabilities)

A Toilet Room Accessories –

- 1 Each toilet room shall include paper towel holder(s), waste receptacle(s), and soap dispenser(s). Each women's toilet room shall include a coin-operated sanitary napkin dispenser; each stall shall include a feminine napkin disposal unit and folding purse shelf. Each toilet stall shall include: continuous paper flow toilet paper dispenser capable of holding two rolls (Dispenser shall have theft and vandal resistant spindles and locking controls), toilet seat cover dispensers, inside locking device (u-shape handle on both sides of door, slide latch; no thumb turn) and a coat hook. Toilet paper and feminine napkin disposal units located on the grab bar side of an accessible toilet room or stall shall not project more than 3" from the finished wall surface nor be located closer than 1½" clear of the tangent point of the grab bar, neither shall be located above the grab bar. The stall(s) shall have a self-closing door. In existing conditions, where the stall size and all required accessible components, except for the flush valve location, meet Title 24/ADA, an automatic flush valve may be added.



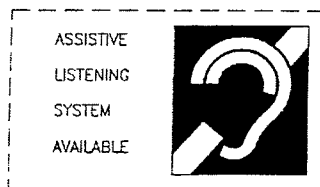
ACCOMMODATION TOILET

MOUNTING HEIGHTS FOR:	DIMENSIONS IN INCHES
Toilet centering from face of wall	18
Toilet seat height/dimensions to top of seat	17-19
Grab bar height (side)	33
Toilet paper in front of toilet/ 19" to ctr., min. from floor	12 Max. (from edge of toilet)
Napkin disposal in front of toilet	12 Max.
Dispenser; mirror height to bottom of reflect. surface	40 Max.
Lavatory/sink top height	34 Max.
Lavatory /sink knee clearance	27 Min.
Urinal lip height – extension from wall 14" min.	17 Max.
Urinal flush handle height	44 Max.
Drinking fountain bubbler height	36 Max.
Drinking fountain knee clearance	27 Min.
Ramp/stair handrail	34-38
Coat hooks	48 A.F.F.
Panic Bars	30 – 44
The highest part of all controls, dispensers, receptacles or other operable equipment, the maximum A.F.F. installation height shall be 48", (40" in toilet rooms)	

- 2 Toilet Room Partitions -- New toilet stalls indicated in the Exhibit 'A' shall be manufactured using a minimum of 50% recycled density polyethylene plastic coloring and flame retardant agents that are both recycled and recyclable. If re-use of toilet partitions is indicated on the Exhibit 'A', existing metal partitions shall be electrostatically painted.
  - 3 Toilet stalls for people with disabilities shall have a slide bolt door latch (flip-over latch, sliding or other device not requiring pinching or turning), wire pulls on each side of the door and self-closing hinges. Door hardware shall be mounted at 30 – 40 inches A.F.F. Doors at front entry stalls shall have 32" minimum clear width when the door is open 90°. Doors at Side entry stalls shall have 34" minimum clear width when the door is open 90°.
  - 4 Provide privacy screen at all new construction urinal locations – screens to match toilet partitions. For existing conditions, place urinal screen at Title 24/ADA urinal(s).
  - 5 Mirror: Provide mirror with attached shelf below at each lavatory. Two or more lavatories may have continuous mirror and shelf.
- B Sunlight and Privacy Control -- Equip windows and interior glazed openings, unless otherwise noted, with horizontal or vertical blinds or other Real Estate Services Division approved device for privacy. When necessary in sun control situations, the following solutions may be used: sunlit windows and glazed openings shall have exterior overhangs, fins, solar screens, reflective glass coatings, reflective glass panes, or other Real Estate Services Division approved device for sun control. A daylighting system (with provision for direct sun control) is acceptable. Confer with Planner for direction.
- C When the State occupies an entire building, provide Knox-type box near entrance, or as designated by Planner, to building which has keys, maps, instructions, or other entrance items which will aid the fire department in entering the building in case of fire or emergency.
- D Signs -- It is the intent of this paragraph to provide proper State identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the State's quarters. All signage shall comply with California Building Code (CBC), Section 1117B.5 Signs and Identification.
- 1 Interior Signage: All doors within the tenant space shall receive signage with California Braille identification (larger than typical ADA Braille). The Braille shall be grade 2 with 1/10<sup>th</sup> inch on centers within each cell with 2/10<sup>th</sup> inch between cells. Dots shall be raised 1/40<sup>th</sup> inch above background. Letters and numbers on signs shall have a width-to-height ratio of between 3:5 and 1:1 and a stroke width to height ration between 1:5 and 1:10. Signs shall be mounted 60" A.F.F. and 4"-6" from strike side of doors. Each toilet room shall have required identification signs (on door and on adjacent wall), which contain the international symbol of accessibility in white on a blue background, color number 15090 in Federal Standard 595B.
  - 2 Interior State of California Identification: On or near entrance door, install the words "STATE OF CALIFORNIA" and the name of State agency, and street or suite numbers as directed. Signage shall be per building standard subject to approval by the State. Painted or pressure sensitive vinyl letters are not acceptable, unless they are being applied to glass/glazing. Provide similar agency identification signage in the building directory, where occurs.

- 3 Provide 'Maximum Occupancy' sign(s) on the wall above or near the entry door for all conference, meeting, lunch, auditorium, and gathering rooms.
- 4 Exterior: (Applicable only if building is totally occupied by the state.) Letters shall be of; cast aluminum alloy, bronze; black anodized finish, dimensional plastic, or as approved by the State. Submit catalog or sample for approval by the State. The words "STATE OF CALIFORNIA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.
- 5 All building entrances that are accessible to and usable by persons with disabilities shall be identified with at least one standard sign (International accessibility symbol) and with additional directional signs, as required, to be visible to persons along approaching pedestrian ways and path-of-travel to State space.

E Assistive Listening Devices--



Provide an assistive listening device system for all meeting, conference, quiet, assembly and gathering rooms. One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is

being shared. The portable, wireless FM based system shall include high output acoustic headset(s) such as the Centrum 8500-25f (or current model) with disposable ear plugs, neckloop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Rooms with more than 50 person occupant load and fixed seating, must have a fixed assistive listing device system for 4% of the total number of seats in these rooms, but not less than two. Systems shall be designed to meet Federal Access Board sections A4.33.6 and A4.33.7, website: <http://www.access-board.gov/publications/9-als/bulletin-a.htm> acceptable companies which provide assistive listening device systems are Phonic Ear, Williams Sound, Comtek and Centrum Sound. Provide signage both inside rooms and in common corridor, which shows listening device logo and states that the device is available and where it is located. The Lessor shall provide the system, the State will maintain and repair the system.

F Fire Extinguishers--

Fire extinguishers shall be installed throughout the space per State Fire Code requirements. Extinguishers shall be permanently mounted in recessed or semi-recessed cabinets. Cabinets mounted in fire rated construction shall be rated equal to or greater than the wall into which they are placed. Above each fire extinguisher, high on the wall, shall be placed a red triangular shaped 3-D sign which has printed on it 'Fire Extinguisher' with an arrow pointing down.

G Flagpoles--

State law requires the State and American flags to be displayed at all state buildings when the State (all agencies combined) occupies more than 50% of the available building space, or is the sole tenant. Lessor shall provide a flagpole and California and United States flag(s). Submit proposal for type and size to Planner.

The flags must be flown outside the building and must be prominently placed although freestanding flagpole is not necessarily required. Flying any other flags outside or on State occupied buildings will require the approval of the Director of DGS. Flagpole shall be tapered aluminum with external halyard system and snap connections for two flags. Pole shall be 30' above grade if freestanding, or 14' minimum above parapet if attached to building. At freestanding flagpoles, install cleat centered at approximately 48" above ground. Provide Title 24/ADA accessible path to pole. Provide lockable halyard box of length to enclose cleat and protect halyards to 10' above ground. For 24-hour display of flags, provide night time illumination. Said illumination system shall be sensor controlled and highly energy efficient.

#### H Accessible Public Telephones—

Wall mounted telephones shall be provided one-per-floor. All telephones required to be accessible shall be equipped with a volume control. Check code requirements for banks of four or more interior or exterior telephones. Pay telephones must be adaptable to accept portable text telephone (TTD) for the hearing impaired; an electrical outlet within 4 feet of the telephone is required. Provide international signs for accessible telephone. For volume control, provide button with Braille. Provide clear space of 30" wide x 48" deep in front of telephone. Place center of coin deposit slot at 45" and allow 27" clear underneath the telephone.

#### I Modular Systems Furniture Projects--

- 1 Modular Systems Furniture (MSF) -- The State may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported work tops, files, components, integrated circuitry, and access raceways for provision of electrical power, voice and data cabling.
- 2 If the state elects to use MSF as described above, it will be the lessor's responsibility to include the following materials and/or services in the construction of lease required "Tenant Improvements" (TI's).
  - a Lessor shall obtain any required permits from the local jurisdiction for installation and 'hardwiring' of MSF workstations. State or its MSF vendor will provide MSF layout drawings unless otherwise agreed.
  - b Lessor shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design layout. Lessor shall ensure MSF lay out drawings are used to determine possible conflicts between location of wall mounted equipment such as access panels, thermostats, fire extinguishers, etc. Relocate existing equipment as required to accommodate MSF layout.
  - c If Lessor's architect has been contracted to provide MSF layouts: Main aisles shall be a minimum of 44 inches clear. Side aisles can be a minimum of 36" in width; 44" clear is preferred. Entrances to individual workstations shall be a minimum of 36". All designs must be reviewed and approved by Planner.
  - d Lessor shall be responsible for coordination and delivery of electrical between the MSF and building electrical supply at POC, (POC - generally a junction box at wall or above ceiling) as indicated on MSF installation and wiring cable plans to be provided by the State. If not



otherwise noted, provide electrical accommodations for a minimum of 3 duplex receptacles per workstation: one dedicated for computers and two miscellaneous circuits. One 20 amp circuit not to serve more than 4 workstations. Lessor shall also be responsible for final 'hardwire' connections at POC as required after placement of system furniture by vendor. Where MSF power/communication poles are utilized, Lessor shall furnish and install seismic bracing for said poles, as required by the local building official.

- e Unless otherwise agreed to by State, the Lessor shall be responsible for coordination and installation of voice/data communication cabling system complete from building main point of entry (MPOE) through intervening equipment room(s), as required to meet maximum cabling run requirements to final point of termination(s) at MSF. Cabling shall be minimum Category 5, unless stated otherwise in these Exhibit 'B' Specifications.
  - f Unless otherwise agreed, the lessor shall provide staging area(s) sufficient to accommodate all MSF components required for a complete installation. All pathways and staging areas shall be kept clear of construction debris and other trade(s) and equipment.
  - g Lessor shall provide access to building and facilities to the State and its MSF installer, as required during MSF installation period.
- 3 Installation -- An installation project for MSF takes place in four phases: design, procurement; scheduling; and set-up.
- a Unless otherwise agreed, the State or its representative shall provide MSF layout drawing(s) to lessor for use in the preparation of construction documents.
  - b Unless otherwise agreed, the State shall complete all procurement procedures for purchase of MSF.
  - c Coordination of delivery and installation of systems furniture is critical to timely occupancy by the tenant agency, as business can not be conducted until power, voice and data components are fully operational. Lessor shall agree to target completion date(s) for TI project and or TI project phases. Modular systems furniture installer shall provide installation schedule to lessor and agree to target completion date(s) for MSF installation project and or phases.
  - d Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are as follows:
    - Building official approval of electrical and cabling systems to the point of connection shall be approved during permit process and shall be inspected at the MSF installation completion.
    - Installation of floor covering.
    - Substantial completion of project punchlist.

- e If lessor fails to meet the target project completion date for TI's, the interval of delay will be added to the target systems installation date. Lessor shall be responsible for storage and associated delivery costs of systems product if delivery schedules can not be adjusted to conform to new schedules.
- f If MSF installer fails to meet the target systems installation date, rent will commence on the originally targeted date.
- g If state (RESO or tenant agency) causes delay to lessor or MSF installer, rent will commence in accordance with the original schedule.

**MODULAR SYSTEM FURNITURE SELECTION**

           MODULAR SYSTEM FURNITURE IS BEING USED ON THIS  
YES      NO      PROJECT

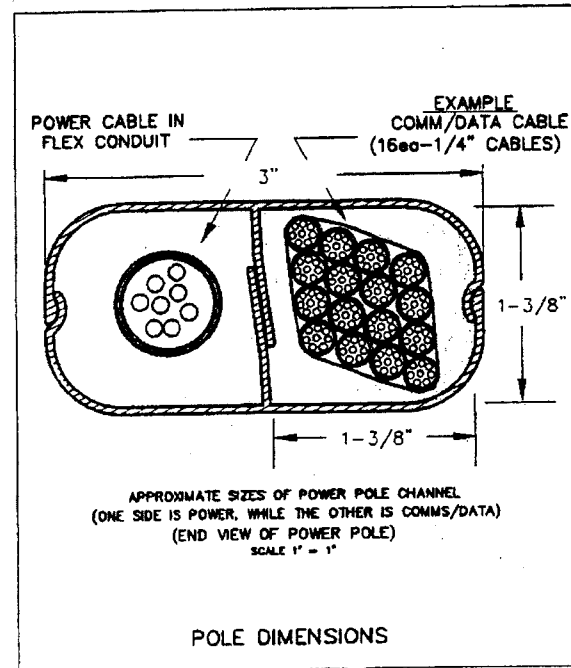
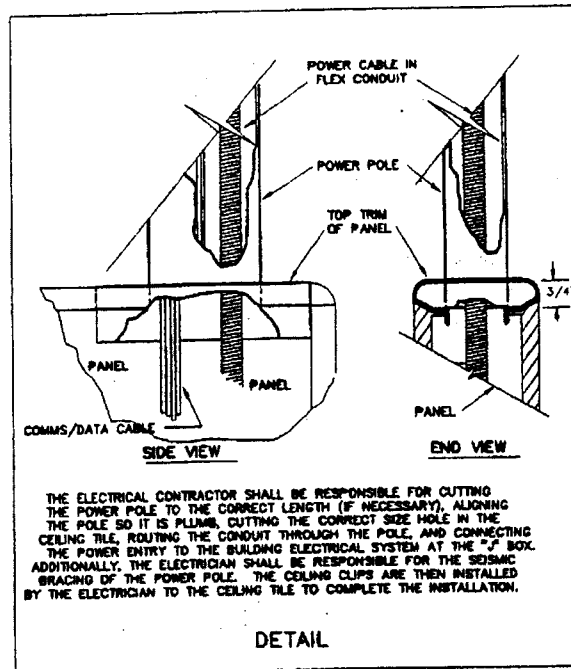
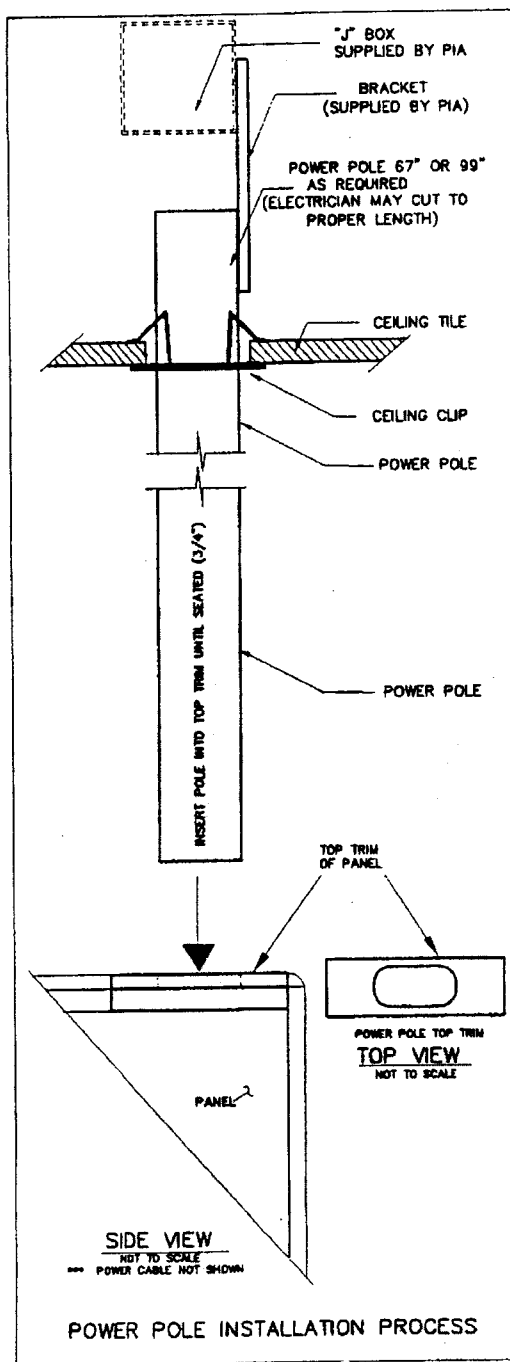
**TYPE OF MODULAR SYSTEM FURNITURE BEING USED**

- PIA (PRISON INDUSTRY AUTHORITY)
- ALLSTEEL
- HAWORTH

SEE FOLLOWING MODULAR SYSTEM FURNITURE WIRING DIAGRAMS WHICH  
CORRESPONDS WITH THE SELECTED MANUFACTURER LISTED ABOVE.

# PIA SYSTEM FURNITURE – WIRING DIAGRAMS

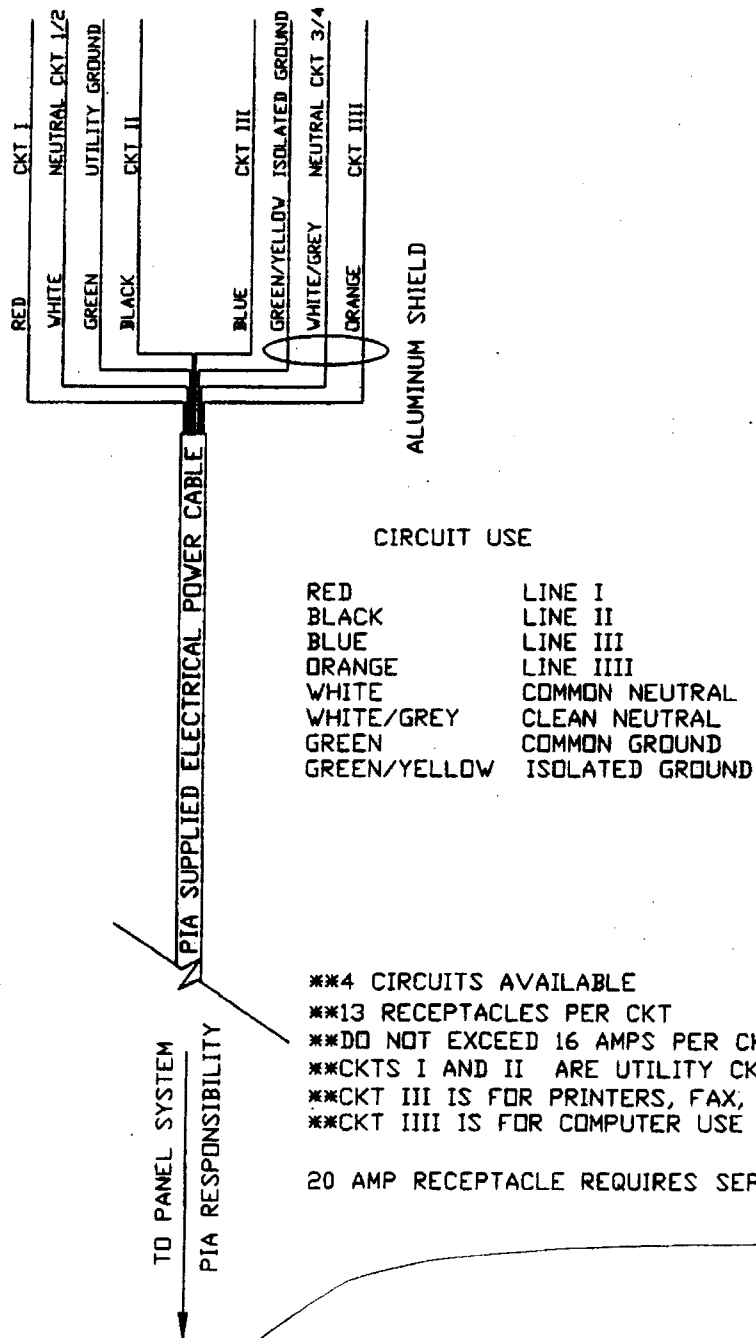
**NOTE:** LESSOR/GENERAL CONTRACTOR shall provide electrical connections and seismic bracing by licensed electrician.



PIA CENTURY 2000---560 E. NATOMA ST.--FOLSOM, CA 95630  
(916) 3581761

## PIA SYSTEM FURNITURE - WIRING DIAGRAMS

**NOTE:** LESSOR/GENERAL CONTRACTOR shall provide electrical connections and seismic bracing by licensed electrician.



## PIA SYSTEM FURNITURE – WIRING DIAGRAMS

**NOTE:** LESSOR/GENERAL CONTRACTOR shall provide electrical connections and seismic bracing by licensed electrician.

Trac-Pac 8

# TRAC-PAC




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### HARMONICS PROTECTION

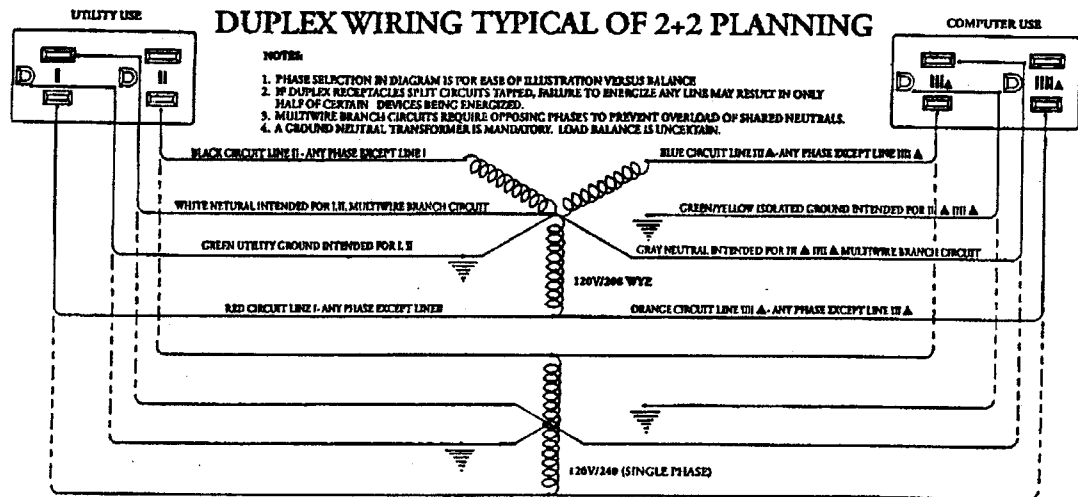
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#### Two Plus Two In Only Two Devices

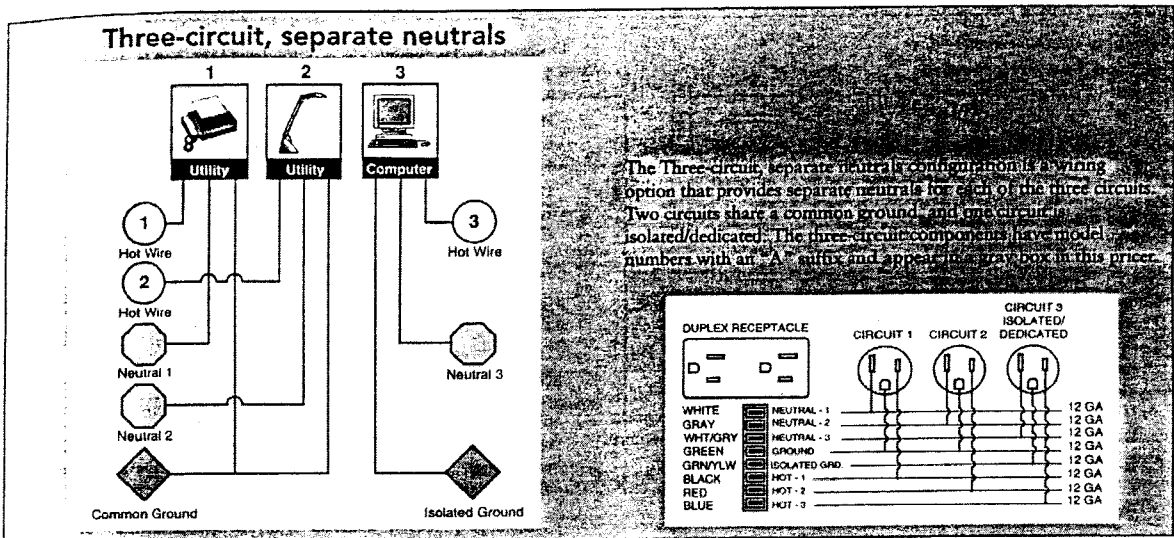
Trac-Pac has a patented feature embodied in two duplex devices:

**Only two circuits share each neutral.** The worst case load is 28 amperes in a #12 neutral. These two devices greatly simplify ordering, specification, stocking, use, and understanding. Four circuits make choosing confusing. These two devices make the choice simple – computer or utility?

Two split duplexes give each user access to four circuits. Occasional breaker overloads call for simply replugging offending equipment. Rewiring, new access, new duplexes, or reconfigure of power can commonly be avoided.



# ALLSTEEL SYSTEM FURNITURE – WIRING DIAGRAMS



**Two 8-wire, 20 AMP (15 AMP Canadian) electrical systems are offered**

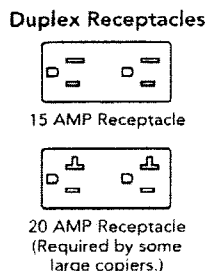
Electrical System	Circuitry	Receptacle Capacity			
		Common Circuit-1	Common Circuit-2 (1)	Common Circuit-3	Iso/Dedicated Circuit-4
Four-circuit 4-Hot/2-Neutral/2-Ground  (10 gauge neutral wires)	3 + 1	Common Circuit-1 871501	Common Circuit-2 (1) 871502	Common Circuit-3 871503	Iso/Dedicated Circuit-4 871504
	2 + 2	Common Circuit-1 871501	Common Circuit-2 871502	Isolated Circuit-3 871506	Isolated Circuit-4 871504
Three-circuit 3-Hot/3-Neutral/2-Ground  (12 gauge neutral wires)	w/separate neutrals	Common Circuit-1 871501A	Common Circuit-2 871502A	Iso/Dedicated Circuit-3 871503A	N/A

- Notes:**
- Four-circuit components and three-circuit components (with suffix "A") can not be used together.
  - Components of the two systems are keyed differently to prevent components of one system being connected to components of another system.
  - Allsteel Model Numbers are printed on the UL labels, and components are color-coded to provide visual identification of the different components.
  - Four-circuit components have black plastic parts.
  - Three-circuit components have rust-colored terminal ends and receptacle backs are rust colored.

(1) Circuit-2 (one of the 3 common circuits sharing a neutral wire) cannot be used with a single-phase building electrical supply.

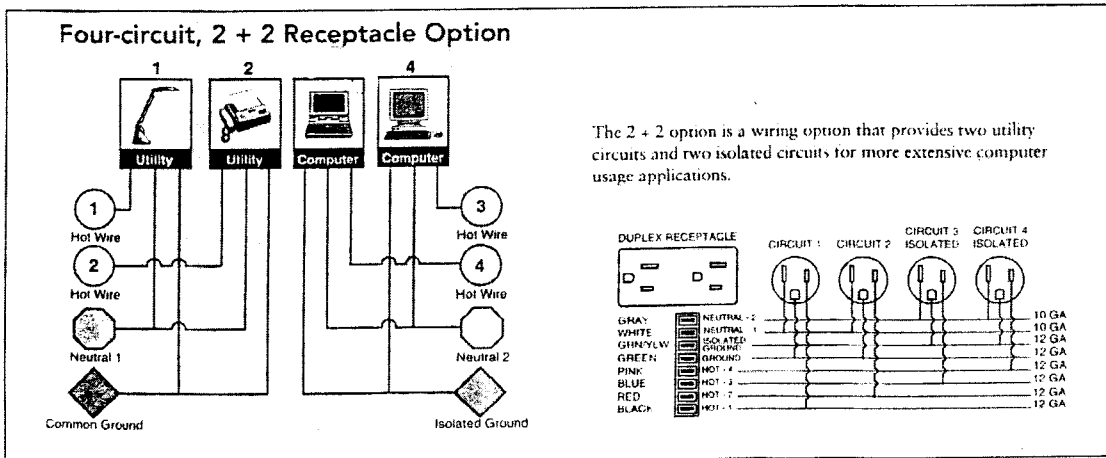
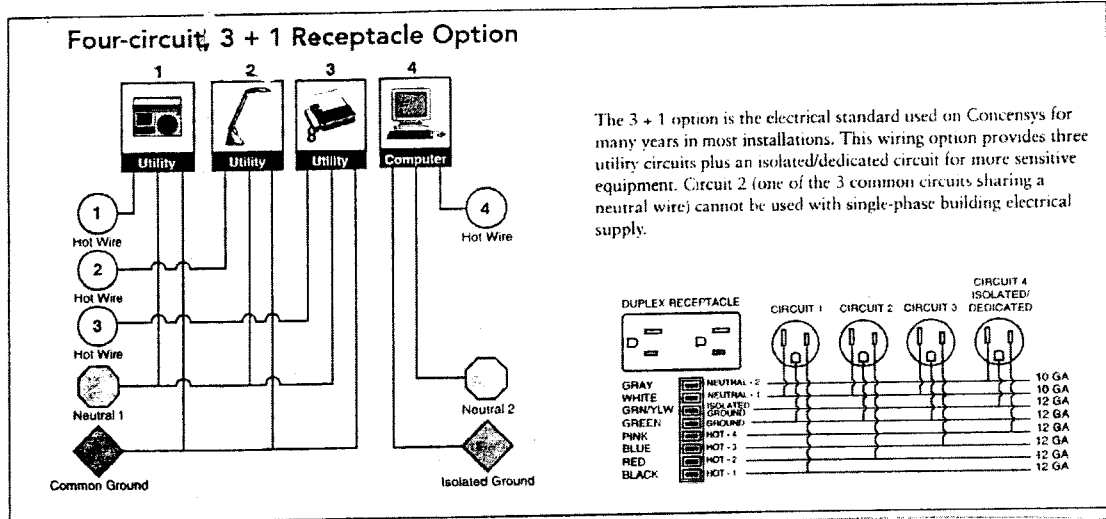
Typical power usage by the most commonly specified office equipment.  
Source: Industry Analysis, Inc., Rochester, NY

EQUIPMENT	AMPS	EQUIPMENT	AMPS	EQUIPMENT	AMPS
<b>Computers</b>		<b>Copiers</b>		<b>FAX Machines</b>	
Personal Computer . . . . .	3	Desktop Copier . . . . .	15	Inkjet FAX . . . . .	less than 1
Notebook Computer . . . . .	3	Console Copier . . . . .	20	Thermal FAX . . . . .	less than 1
		Copier/Duplicator . . . . .	30	Plain paper FAX . . . . .	8
<b>Monitors</b>		<b>Printers</b>		<b>Task Lights</b>	
13" Color Monitor . . . . .	2	Dot Matrix . . . . .	less than 1	36" T8 Fluorescent . . . . .	0.2/bulb
17" Color Monitor . . . . .	3	InkJet . . . . .	less than 1	48" T8 Fluorescent . . . . .	0.3/bulb
21" Color Monitor . . . . .	4	Personal Laser or LED . . . . .	8		
		Workgroup Laser or LED . . . . .	15		



# ALLSTEEL SYSTEM FURNITURE – WIRING DIAGRAMS

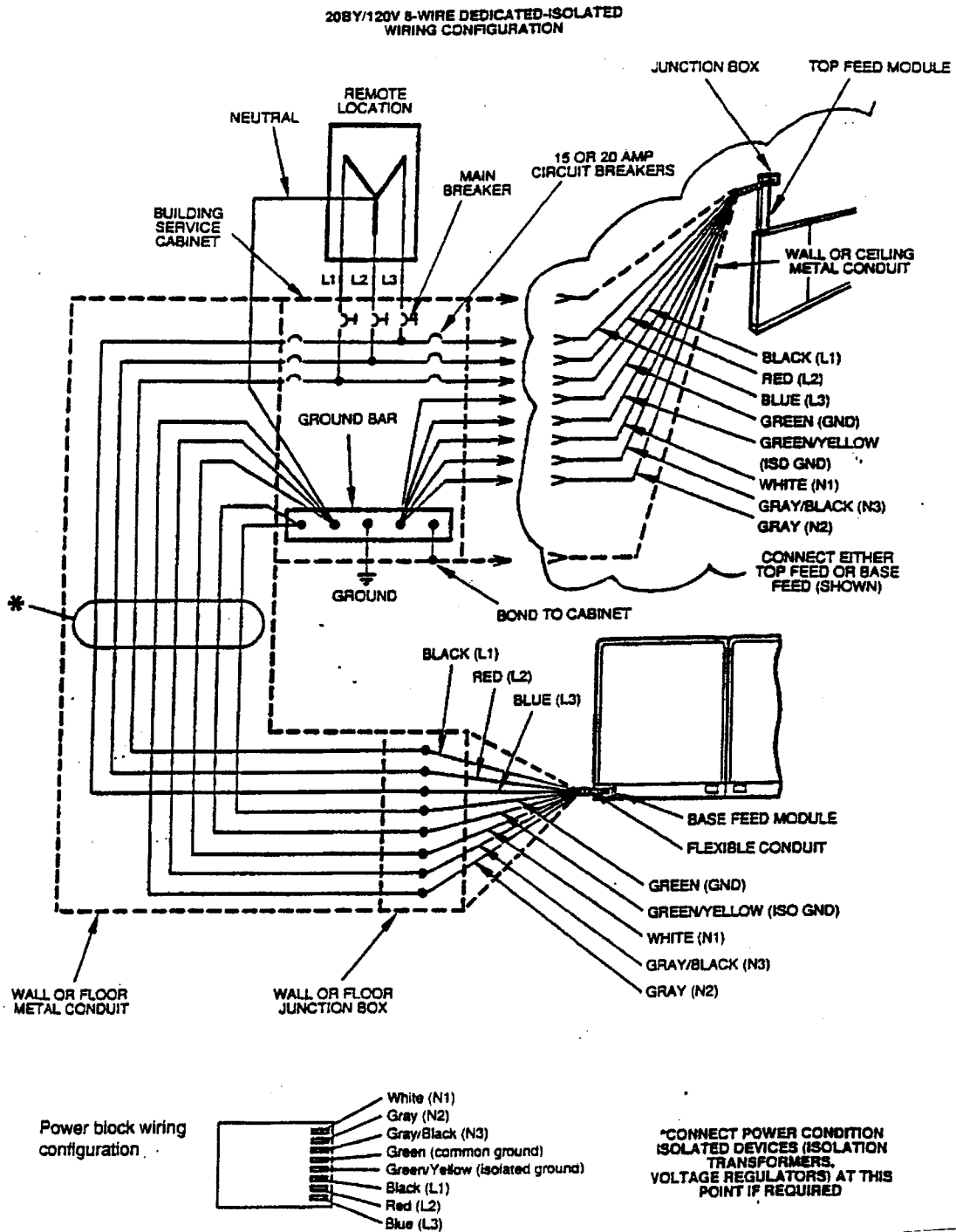
**RESD PLANNER:**  
**CHECK OFF WHICH CONFIGURATION IS BEING USED ON THIS PROJECT**





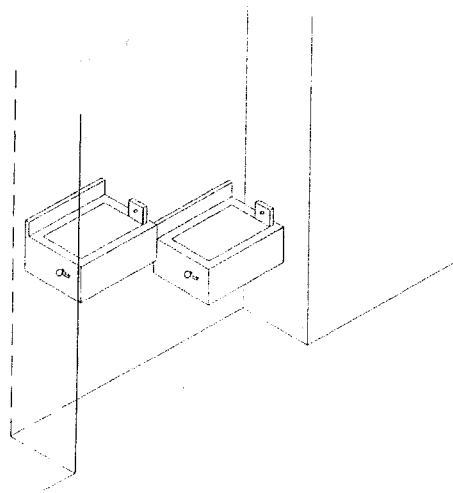
## HAWORTH SYSTEM FURNITURE – WIRING DIAGRAMS

**NOTE: LESSOR/GENERAL CONTRACTOR shall install & connect all above ceiling junction boxes for modular furniture, including installation of seismic bracing for furnished junction boxes.**



## 02.10 PLUMBING

- A Plumbing fixtures shall be as indicated on plans with number and type of fixtures shown. If not shown on plans, provide plumbing fixtures in number and type required by the CPC (California Plumbing Code). There shall be an accessible restroom facilities (1 man/1woman) within 200 feet of an accessible restroom entrance. When the state is leasing space on multiple floors, the lessor shall provide accessible restrooms on each floor occupied by the state.
- B All new water closets and urinals must be wall mounted.
- C All fixtures and accessories must be as energy and resource efficient as possible. The following is general criteria and should be used as appropriate:
- Limit flow rates to 0.5 gpm for lavatory and multipurpose faucets and 2.5 gpm for kitchen faucets (at 80 pound per square inch, or psi) provide spray nozzle.
  - Limit flow rates to 1.5 gpm for showerheads (at 80 psi).
  - Limit maximum flush volume to 1.6 gallons for toilets and 1 gallon for urinals.
- D Provide hot and cold water at each lavatory and sink, per CPC and CCR Title 24, Part 5. All new domestic hot water systems shall be located not more than 35 feet from furthest point of use and shall have an energy factor of at least 0.95, and shall be equipped with an external or internal heat trap on all inlets and outlets. All water heaters shall initially be set at 110° F.
- E In addition to the hot, cold and waste water systems required by code, the lessor shall provide floor drains in restrooms, locker rooms with showers, shower rooms, etc., or as requested by Planner.

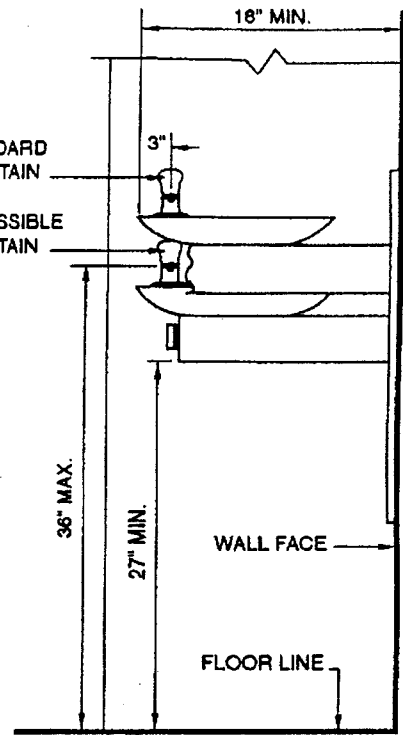


LOW DRINKING FOUNTAIN IN ALCOVE  
*(Non-alcove drinking fountain walling is an exception and needs hardship approval.)*

- F Provide one or more ADA compliant refrigerated drinking fountain(s) within close proximity to office quarters or as indicated on plans. In existing conditions where single accessible water fountains are located; they shall be completely within alcoves not less than 32 inches in width and 18 inches in depth. The bubbler height shall be 36". Provide 27" clear under the fountain to the floor. The water shall pour parallel to the front of the fountain. In new construction, where only one drinking fountain area is provided on a floor, there shall

be a drinking fountain that is accessible to individuals who use wheelchairs and one accessible to those who have difficulty bending or stooping. This

can be accommodated by the use of hi-low fountains, or by other means as would achieve the required accessibility for each group on each floor. The bi-level fountain shall be located completely within an alcove 48" wide x 18" deep. The bubbler height shall be 42" for the higher fountain, and shall be 36" for the lower. Provide 27" clear under the fountain to the floor. All drinking fountain drains shall be centered 18" from the side alcove wall.

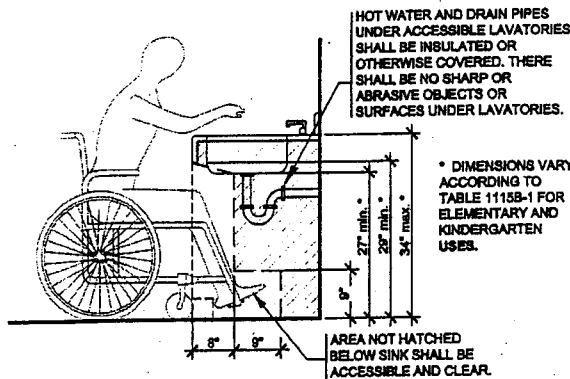


**SECTION**

**G** Soldered connections on water supply lines shall use ASTM B32, Grade 5A 95-5 Tin Antimony solder. Lead solder is not allowed.

**H** At fixtures provided for the state's exclusive use, provide the following:

- 1 Hot water to lavatories, and sinks water temperature shall not exceed 105° F. Flow restrictors or orifices shall be installed in all hot and cold water lavatory faucets to restrict water flow to maximum of 1-1/2 gpm.
- 2 If garbage disposals are shown on Exhibit 'A', they must be placed in sink(s) in one of the following configurations:
  - In a 30" deep counter with rear draining sink OR
  - In a double wide sink; the counter can be 24" deep with a 36" wide cabinet opening below.
  - In either situation all clearances shown in diagram, which follows, must be maintained.



**J** Accessible sink shall not exceed 7 inches in depth. Accessible sink counters shall be equipped with faucet controls: push, lever or electronically operated. Faucet controls: lever handles, push type with 5 pounds maximum activated force, or electronically operated type.

**K** Operating water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

02.11 HEATING, VENTILATING, AND COOLING

A Comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy; including, but not limited to, storage-work rooms, lounge, employees' room, internal corridors, telephone equipment room and where noted on plan.

- In existing or new space, the Lessor shall operate HVAC system to provide continuous air changes for a minimum of 24 hours per day, for a minimum 7 days prior to occupancy.

B Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space.

C The heating and cooling system shall be designed and capable of maintaining the following temperatures in all occupied areas:

<u>Design Criteria</u>	<u>Operating Criteria</u>
Winter: 76°F	Winter: 68°F
Summer: 72°F	Summer: 78°F

D The complete hydronic and air system shall be checked, adjusted, and balanced following the installation of MSF and re-balanced two weeks after occupancy by an established air-balancing firm in accordance with the AABC Standards. A certified air balance report shall be provided to the Planner within two weeks after occupancy.

E Non-mechanical heating and cooling, such as indirect evaporative cooling, desiccant dehumidification, and passive solar design measures are preferred provided the above temperatures can be maintained.

F Detailed heating and cooling calculations, and Title 24 compliance information shall be submitted to the State upon request, and shall include equipment selection data. "As-built" drawings shall be submitted upon project completion. The cooling load for conference rooms, hearing rooms, public lobbies, waiting rooms, and employee rooms shall be based on occupancy of 20 S.F. per person. Cooling load for all other areas shall be based on an occupancy of 100 s.f. per person.

G Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at an acceptable noise level while handling the design flow of air. The 'acceptable noise level' shall comply with *1999 HVAC Applications ASHRAE Handbook*, Section 46.25, Table 34 and Guideline Criteria for HVAC – Related Background Sound in Rooms. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity or high velocity duct construction standards.

- 1 All ductwork, plenums, and fitting joints from all heating and cooling equipment in unconditioned or unoccupied space shall be insulated in accordance with CCR Title 24, Part 1 through Part 6.

In new construction, defined as work being done in shell buildings, reconfiguration of open space to private offices, rezoning and realignment over 20% of the entire space, all ducting shall be sheet metal.

- 1 Flexible ductwork may be used only at air outlets and at maximum length of 7 feet.
- H Individual supply and return air outlets shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts are not acceptable.
- I All steam, steam condensate return piping, and recirculating hot water piping in unheated areas shall be insulated in accordance with CCR Title 24, Part 1 through Part 6.
- J All fan systems shall be equipped with an economizer system that will use outdoor air up to 100% of fan capacity for cooling of the building. Operation of the economizer cycle shall be controlled by outside dry bulb air temperature. Outdoor air dampers are to be specified for low air leakage and adjusted for tight closure.
- K Minimum outside air ventilation shall be 20 cfm per person.
- L A design supply airflow of .75 cfm per s.f. in interior or windowless perimeter spaces is acceptable.
- M Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied directly or indirectly from the building system. Individual supply ducts or sound-lined jumper ducts are acceptable. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the associated HVAC unit supply fan. Exhaust air shall be ducted to the outside.
- N Lunch rooms and break rooms where microwave oven, cook tops or other food heating elements are being used shall be provided with an exhaust fan in the room, ducted directly to the outside.
- 1 This requirement can be accomplished in one of the following three ways in order of preference: exhaust hood, exhaust into open-air plenum using a HEPA quality filtration system, or a room air re-circulating hood.
- O Thermostats shall be provided for the regulation of the 'daytime' temperature in each zone without manual attention by tenant. The thermostats shall include automatic change over from heating to cooling. 'Dead Band' thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55°F to 85°F (13°C to 28°C). Lockable tamperproof covers shall be provided. Thermostats shall be cleaned, calibrated, and adjusted to 68°F maximum for heating and 78°F minimum for cooling. Room thermostats shall be located in representative location (out of the sun, out of diffuser blow, and not on exterior walls or near return air devices). If no other alternative exists, thermostat may be placed on an exterior wall, only with insulation bases and only after approval by the Planner. Coordinate location of wall thermostats with Planner to avoid placing them behind millwork, modular system furniture or other specialties and equipment.

- P Where the heating design temperature is below 35°F, provide one winter night setback thermostat for each (or all) air handling unit(s). The thermostat shall cycle the heating system to maintain 55°F.
- Q One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery or spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the State. State shall determine maximum daily hours of operation. Provide one-hour bypass timers where after-hours operation as noted on plans or as directed by the Planner.
- R New refrigeration equipment or heat pumps may be air cooled or water cooled with a minimum COP or EER ratings specified in CCR Title 24, Part 1 through Part 6.
- S Filtration shall be provided for all ventilated (outside air) and recirculated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.
- T Install electric ignition pilots for all gas-fired boilers and furnaces.
- U When doing work such as painting, wallcovering or other work, ensure that materials used do not emit toxic fumes.

Before performing work which causes non-toxic fumes, notify tenant and building lessor, shut off registers and radiators to vestibules, lobbies, hallways, adjacent tenant spaces and stairwells. For double duct systems, shut off cooling during heating months and heating during cooling months. Minimum ventilation requirements must be maintained. Raise cold air supply temperature, lower hot air supply temperature, lower boiler water temperature, lower condenser water temperature, and raise chilled water temperature to compensate for reduced heating and cooling load while maintaining the room temperatures in accordance with Section 02.11 C.

- V All equipment shall be inspected for proper operation at least every month. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be posted in the mechanical room or in a convenient building location and be available upon request for state inspection. Lessor shall keep inspection and maintenance records in the format described in Title 8, General Industry Safety Orders, Section 5142.
- W Refer to Division 1, Section 01.02, Paragraph B, for energy conservation criteria.
- X Computer Rooms: Check Exhibit 'A' or 'Special Provisions' at the end of these Specifications for additional data, regarding electrical and 24 hours HVAC use.
- Y All hallways, corridors and walkways shall be air conditioned and heated unless otherwise noted by Exhibit A drawing or by Planner.
- Z In multi-tenant buildings, HVAC zones, and thermostats shall not be shared with another tenant. All pertinent conditioning equipment and components shall be adjusted, modified or replaced for this project space.

- AA Duct Cleaning shall be preformed prior to occupancy and every two years thereafter. Any duct cleaning should be scheduled during periods when the building is unoccupied to prevent exposure to chemicals and loosened particles. The air handling unit should not be used during the cleaning or as an air movement device for the cleaning process. The system should be run to allow at least 8 air changes in the occupied space when duct cleaning has been completed, per The National Air Duct Cleaning Association requirements. Use vacuum equipment or fans during cleaning and sanitizing to make sure that cleaning vapors are exhausted to the outside and do not enter the occupied space. When the vacuum collection unit is inside the occupied space, only HEPA filtered (high efficiency particle arrestor) vacuuming equipment shall be used.

## 02.12 ELECTRICAL

- A Design Guidelines-- Follow recommended design guidelines in the IESNA Lighting Handbook, Ninth edition, including the following:
- Office Area Visual Comfort Probability (VCP) of 70 or better for any ceiling mounted direct luminaries.
  - If the primary task in a large office space is reading a VDT screen, the maximum allowable ceiling luminance should not exceed 850 cd/m<sup>2</sup>.
- B California Code of Regulations (CCR), Title 24, Part 6, California Energy Code, has been revised effective June 1, 2001. The change was implemented by AB 970, Energy Efficiency Standards for Residential and Non - Residential Buildings. It is the lessor's responsibility to comply with applicable codes, ordinances, and regulations inclusive of this change to Title 24, Part 6, and effective June 1, 2001.
- C Unless noted otherwise on Exhibit 'A' plan: Recessed fluorescent fixtures shall be three (3) lamp, twenty-four (24) cell or four (4) lamp, thirty two (32) cell parabolic diffuser type fixtures suitable for split switching. Split switching of the 2' x 4' fluorescent lighting fixtures shall be standard where utilized in conference rooms and special use areas. Conference rooms and other special rooms shall include recessed can-type dimmable incandescent fixtures utilizing tungsten halogen lamps. A mixture of 2'x4' and can-type fixtures may be used.
- D In general, lighting schemes should avoid high contrast, scalloped patterns, or other visually distracting results. Lighting control technologies shall be installed to effectively combine the use of daylight and fluorescent lighting with daylight sensors and dimmable fluorescent ballasts in open office areas and lobbies. Provide motion sensors and/or bypass timer controls for rooms and areas within the space to reduce energy consumption by switching off fixtures in unoccupied areas.
- E Ambient lighting shall consume no more than 0.9 watts/square foot with a measured minimum ambient lighting level (see schedule on following page). T-8 or T-5 fluorescent lamps shall be provided with a color rendering index (CRI) of 85 and a color temperature of 3500° K, similar to Osram Sylvania Inc., Phillips Lighting, GE or approved equal. Lamp color temperature shall match in each area.
- F All 125 volt, single-phase, 15 and 20 ampere receptacles installed to serve countertop surfaces and which are located within 6 feet of the outside edge of the sink shall have a ground fault circuit interrupter protection for personnel.

- G At all suspended light fixtures, the lens (every type) shall be firmly anchored to the fixture to prevent it from being dislodged. The lens shall remain easily accessible for maintenance.
  
  - H Office areas shall have sufficient lighting fixtures properly spaced and capable of providing the recommended lighting average-to-minimum levels of illumination levels, indicated in the following table:
-



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## Lighting Levels for Office Space

(Levels shown are average maintained horizontal foot candles, measured 30" above finished floor).

### Minimum Lighting Levels

Work Surfaces (includes task lighting)	50 foot candles
Work Area Ambient Lighting	30 foot candles
Telecommunications rooms and closets	50 foot candles*
Special Purpose Area(s)	75 foot candles*
Garage Area(s)	50 foot candles*
Hallways, Aisles, Corridors	25 foot candles
Conference / Meeting Rooms	30 - 70 foot candles**
Incandescent Lighting	10 - 30 foot candles**
Drafting Areas	50 foot candles
High Density Filing Areas	50 foot candles
Document Processing Area/Room	30 foot candles
Circulation Space around work areas	30 foot candles
Building Entries	5 foot candles
Restrooms	40 foot candles*
Waiting and Lounge Areas	15 foot candles
Coffee Counters	20 foot candles
Lunch Rooms/ Break Rooms	30 foot candles
24/7/365 Rooms – Emergency Light	1 foot candle
Warehouse	2 foot candles
Parking Lots/Areas	See 'T' of this section***
Exit Lighting –LED type fixtures consuming not more than 2 watts per fixture	

\* To be controlled by occupancy sensor

\*\* Using dimmable fluorescent ballasts or split switching

\*\*\* To be controlled by a programmable timer with an integrated photocell control device

(1) In open plan offices it may be appropriate to provide task-level (i.e. circulation area levels throughout the space.) Pre-approved furniture-mounted task fixtures may be used to achieve appropriate illumination levels.

(2) Light (foot-candle) level and type (metal halide, fluorescent, etc.) should be engineered relative to equipment and task requirements for specific area.

I The total lighting system design load for office space shall not exceed energy budget as per Title 24, Part 1 and Part 6. Proper lighting at task locations is important. Average footcandle levels shall not be exceeded.

J Requirements for new or replacement linear fluorescent lighting systems

- Minimum Color Rendering Index (CRI) of 75%
- Option of common Color Temperature lamps (CCT) (3000° K through 4100°K)
- Minimum power factor of 90%
- Minimum system efficacy of 90 lumens per watt
- High frequency electronic ballast
- Maximum Total Harmonic Distortion (THD) of 20%
- Minimum lamp life of 20,000 hours

- K Requirements for compact fluorescent lighting systems
- Minimum Color Rendering Index (CRI) of 75
  - Option of common Color Temperature lamps (CCT) (2700° K through 4100°K)
  - Minimum power factor of 90%
  - Minimum system efficacy of 60 lumens per watt
  - Electronic ballast
  - Maximum Total Harmonic Distortion (THD) of 20%
  - Minimum lamp life of 10,000 hours
- L Pairs of one-lamp or three-lamp recessed fluorescent luminaires and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts, shall be tandem wired and shall not use single lamp ballasts.
- M Light fixtures shall be installed with a 6' flexible 'pigtail' to facilitate rearrangement.
- N Replace incandescent lamps with linear fluorescent, compact fluorescent or with circular fluorescent lamps wherever possible.
- O In building designed for a return air plenum, light fixtures shall be of the return air type.
- P Lights shall be controlled by wall switches in general. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served. Three-way switches shall be provided in corridors and spaces with more than one entrance.
- Q Emergency lighting shall be placed at all exits, stairwells, exit pathways, 24/7/365 HVAC rooms in intervening rooms connecting adjacent spaces and restrooms. Exit Lights shall be Light emitting diode (LED) type.
- R Lighting panel switches, if required, shall have a 7-day spring loaded or battery loaded time clock set for a maximum of 10-1/2 hours of operation daily. Time clock operation shall have manual override with one hour reset. Override shall be accessible to tenant.
- S Install dual switching to provide even half level lighting in enclosed areas (100 s.f. or larger in which the connected lighting load exceeds 1.2 watts per square foot for the space as a whole) in accordance with Title 24, Part 6, Sec. 131(b).
- T Lighting for parking areas shall be high-pressure sodium or metal halide in full cutoff luminaires. Average light levels shall correspond to zones as referred to in IESNA RP33-99.
- U Where exterior illumination is required, use high intensity discharge (HID) lamps in full cutoff luminaires for accent light and outdoor building security lighting where possible. All building entrances shall be lighted.
- V Decorative lighting shall be kept to a minimum or eliminated.
- W Any parking and outdoor lights (nonsecurity) shall have photocell control or a 7-day spring or battery loaded time clock set to suit State's after hours needs.

- X Duplex convenience outlets shall be 20 ampere 125 volt 3 wire grounding type, provided in the number indicated and located as shown or directed with at least one in each office.
- Y Provide wiring and electrical switching and control equipment for heating, ventilating, and cooling equipment and other special power or heating equipment.
- Z Provide special outlets, dedicated circuits, isolated ground convenience outlets, etc., for copy machines, word processing equipment, data processing equipment, etc., where shown on plan. Dedicated circuits shall have individual black wire from outlet to panel breaker and individual white (neutral) wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.) Lessor shall furnish certification from electrical contractor that this work has been installed in compliance with Specifications and vendor's equipment requirements.
- AA Service and metering facilities shall be in accordance with power company requirements. Short circuit calculations shall be performed based on the available fault current from the utility system and contribution from the facilities motors. Furnish and install main switchboard, panelboards, and feeders as required.
- BB Lessor shall provide and install all conduit, complete with pull wire, necessary for telephone installation including conduit from exterior of building to junction box location and telephone distribution centers. Provide telephone terminal backboard or terminal cabinet of proper size, as directed by telephone company. Provide flush cabinets or closets to enclose all telephone backboards, terminal strips, and telephone equipment except where suitable telephone company furnished covers will serve to conceal these items. Provide lighting and power outlet(s) in closets as required by telephone company. Telephone service outlets shall be as shown and conduit provided to serve these locations.
- CC Provide 20 percent additional electrical capacity to state leased space.
- DD Refer to Division 1, Section 01.02, Paragraph C, for energy conservation criteria.
- EE The electrical breaker panels servicing the State's leased area shall be accessible from the building core or from within the State's quarters.
- FF Code required fire alarm, smoke systems, and fire suppression systems shall be provided at the Lessor's cost. Voice, data and security systems shall be provided as agreed upon in the lease.
- GG All appliances and all energy consuming products shall be Energy Star certified as deemed appropriate by the EPA current evaluations at time of permitting for this project. The Energy Star® labeling program is a partnership between the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). All products displaying the Energy Star® label meet Federal Energy Management Program (FEMP) standards. For energy consuming products where there are no FEMP recommended standards, or Energy Star® product available, the Lessor's contractor shall purchase products that conserve electrical power and/or natural gas to the maximum extent possible, within budgetary constraints. Currently, the FEMP has recommendations for the following product categories:
  - 1 Lighting Technologies: Fluorescent tube lamps, fluorescent ballasts, HID luminaries, downlight luminaries, fluorescent luminaries, compact fluorescent lamps and exit signs.

- 2 Commercial/Industrial Equipment and Appliances: Air or water-cooled electric chillers, air conditioners, heat pumps, dishwashers, refrigerators, electric water heaters, gas water heaters, air source heat pumps, boilers, ice cube machines, motors, distribution transformers, and centrifugal pumping systems.

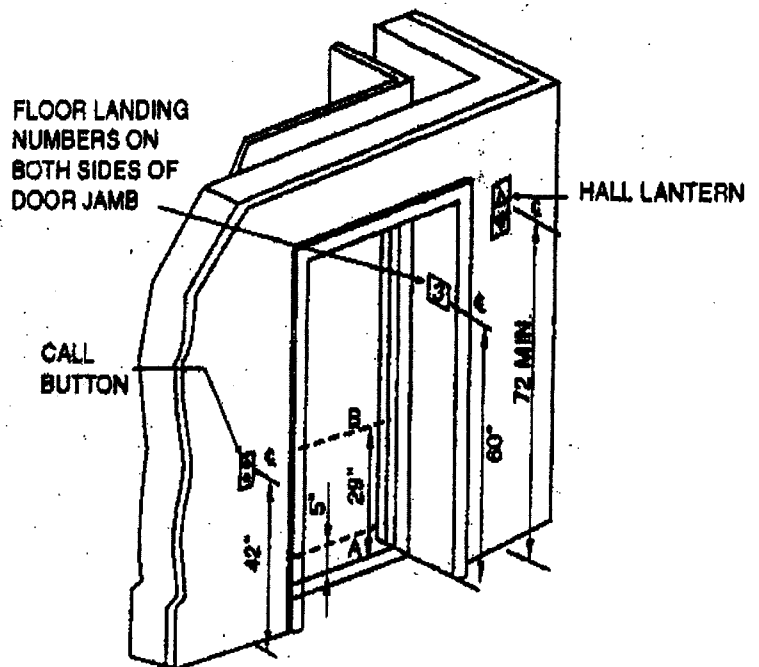
HH For MSF requirements, see section 02.09 I of these specifications.

- II For electrical/data/telephone outlet heights: existing receptacles may remain at 12" AFF, while new outlets shall be placed at minimum 15", with a preferred height of 18" AFF. Outlets above 24" deep counters shall be mounted at 46" AFF.

### 02.13 ELEVATORS

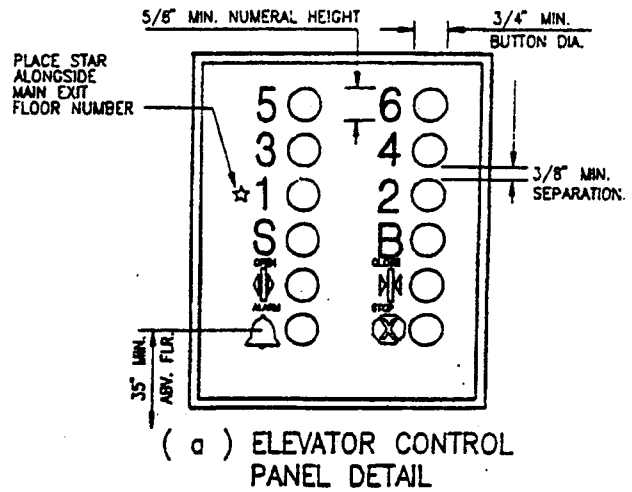
A Elevator lobbies shall have at least one means of egress. The use of exit or exit-access doors shall not require keys, tools, or special knowledge or effort.

B The car interior shall allow for the turning of a wheelchair. The minimum clear distance between walls or between wall and door, excluding return panels shall not be less than 80" by 54" for center-opening doors, and 68" by 54" for side-slide opening doors. The emergency stop shall be mounted no lower than 2'-11" from floor. The emergency telephone shall be placed no higher than 4 feet above the floor, and the handset cord shall be a minimum of 2'-5" in length. Door opening time to be calculated per Title 24 - Chapter 30.



Note: the automatic door re-opening device is activated if an object passes through either line A or line B. Line A and Line B represent the vertical location of the door re-opening device not requiring contact.

- C Buttons for hall call and floor selections shall be fully illuminated,  $\frac{3}{4}$ " in size, square shouldered and shall be raised  $\frac{1}{8}$ " above the surrounding surface. All elevator components must be marked by a California Braille symbol immediately below the number, character, symbol or accessory (phone, etc.). The letters shall be raised white, not aluminum.
- D 'Smoke Guard', 'Wondoor' or other protective devices as approved by the State Fire Marshal shall be added to all elevators per floor of occupancy when required by the State Fire Marshal.

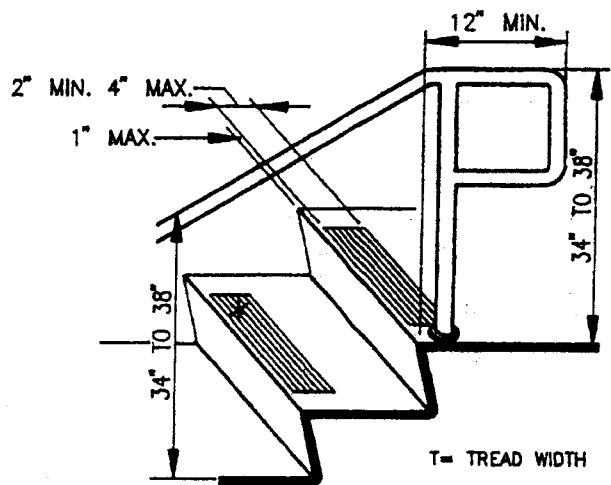


02.14 STAIRS

- A Stairways shall contain the following components, see Section 1133B.4 for further design criteria.

- 1 Handrails shall be 34" to 38" above the nosing of the treads
- 2 Handrails shall extend a minimum of 12 inches beyond the top nosing and 12 inches, plus the tread width, beyond the bottom nosing.
- 3 Handrails projecting from the wall shall have a space of 1-1/2 inches between the wall and the handrail and not protrude more than 3" into required width.

- 4 The handgrip portion of handrails shall be not be less than 1 1/4 inch or more than 1 1/2 inches in nominal dimension. The handgrip portion of handrails shall have a smooth surface with no sharp corners and edges shall have a minimum radius of 1/8 inch.

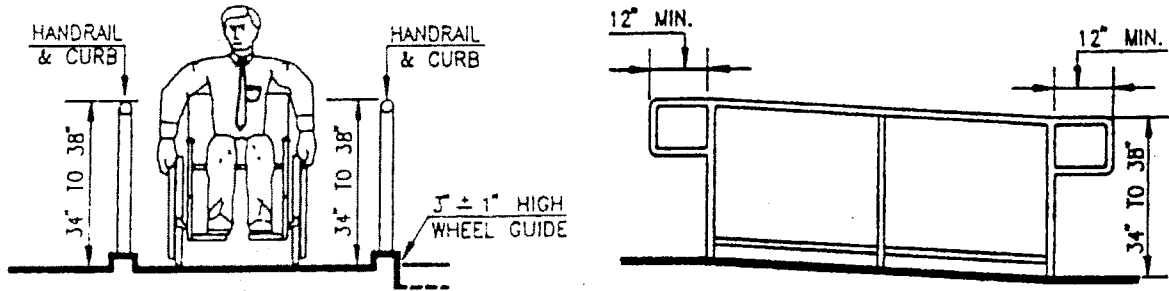


\* NOTE:  
EXTERIOR STAIRS  
ALL TREADS ARE  
TO HAVE WARNING  
STRIPES PER  
SEC. 1133B.4.4

- 5 Striping for the visually impaired. For interior stairs, the upper approach and the lowest tread of each stairway shall be marked by a strip of clearly contrasting color at least 2 inches wide and not more than 1 inch from the edge, (All treads at exterior stairs).
- 6 Open risers are not acceptable.
- 7 Guardrails must be spaced such that a 4" sphere can not pass through, and shall be 42" high.

02.15 RAMPS

- A Landings at ramps shall be 60" x 60" at top and intermediate and 72 in length and 60" wide at turning and bottom landings.
- B Ramps shall be calculated at 12" horizontal for every 1" of vertical rise = 1:12



02.16 PARKING AND PAVING

- A Parking areas shall have pre-cast concrete bumpers to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access. Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide direction arrows, "IN" and "OUT" indications, etc., and appropriate designation of space for state and Title 24/ADA requirements.
- B Parking areas shall be free of holes, patches, divots or other unlevel, uneven, unsightly conditions. If new material is used, the existing asphalt shall be ground for fill.
- C All new striping or labeling of parking spaces and designations shall be performed using lead-free parking lot paint.
- D Path of Travel: Shall consist of an unobstructed, continuous pedestrian pathway (the route shall coincide with the route used by the general public) from the parking lot and the public way connecting the office quarter's with the exterior approaches, entrances, exits, restrooms, telephones, and drinking fountains serving those office quarters including vertical accessibility where applicable.
- E The requirements for the people with disabilities parking spaces will be as follows: Provide parking ratio for accessible parking stalls to total spaces. Please see the table below for spaces required. Calculate each parking lot or parking structure separately. Provide accessible Van space(s) as required, minimum of one. Each van space shall have it's own 8 foot unloading space – they can not be shared.

**SPACES REQUIRED:**

Establishes the number of accessible parking spaces required.

TOTAL NUMBER OF PARKING SPACES IN LOT OR GARAGE	MINIMUM REQUIRED NUMBER OF CAR SPACES	MINIMUM NUMBER OF VAN SPACES
1-8	0	1
1-25	0	1
26-50	1	1

51-75	2	1
76-100	3	1
101-150	4	1
151-200	5	1
201-300	6	1
301-400	6	2
401-500	7	2
501-1000	*	2
1001 and over	**	2

\* Two percent of total

\*\*Twenty plus one for each 100, or fraction thereof over 1,001.

F Arrangement of parking space: In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. Also, the space shall be so located that persons with disabilities are not compelled to wheel or walk behind parked cars other than their own. Pedestrian ways, which are accessible to persons with disabilities, shall be provided from each such parking space to related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space; in new construction, curb cuts shall be used.

G Identification of Parking Spaces: Each parking space reserved for persons with disabilities shall be identified by a reflectorized sign permanently posted immediately adjacent to and visible from each stall or space, consisting of a profile view of a wheelchair with occupant in white on dark blue background. The sign shall not be smaller than 70 inches in area and, when in path of travel, shall be posted at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade. Signs may also be centered on the wall at the interior end of the parking space at a minimum height of 36 inches from the parking space finished grade, ground or sidewalk. Van-Accessible spaces shall have an additional sign stating "Van-Accessible" mounted below the symbol of accessibility.

1 All signs which state 'Handicapped' or 'Physically handicapped' must be removed and replaced with wording which reads "Persons with Disabilities". This is true for all signage through out the property.

2 Provide tow-away signs at each entry to each parking lot which *shall not be less than 17 inches by 22 inches in size with lettering not less than 1 inch in height, which clearly and conspicuously states the following:*

*"Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for persons with disabilities may be towed away at lessor's expense. Towed vehicles may be reclaimed at..... \*\*\* ..... or by telephoning ..... \*\*\* ....."*

\*\*\* This information must be a permanent part of the sign and shall not be omitted – use police non-emergency number.

H Parking Space Size: Accessible parking spaces shall be located as near as practical to a primary entrance and shall be sized as follows:

- 1 Dimensions. Where single spaces are provided, they shall be 14 feet wide and outlined to provide a 9 feet wide parking area and a 5 feet loading and unloading access aisle on the passenger side of the vehicle. When more than one space is provided in lieu of providing a 14 feet wide space for each parking space, two spaces can be provided within a 23 foot wide area lined to provide a 9 feet wide parking area on each side of a 5 feet loading and unloading access aisle in the center. The minimum length of each parking space shall be 18 feet.
- 2 Van space(s). One in every eight accessible spaces, but not less than one, shall be served by an access aisle 96 inches wide minimum and shall be designated van accessible.

I Construction drawings shall include a site and/or building plan showing the path of travel denoted by a dashed or dotted line and all slopes in path of travel exceeding 1:20.

#### 02.17 LANDSCAPING

- A All new landscaping shall be of a locally drought tolerant variety.
- B Deciduous trees (5 gallon size) shall be planted on the west, east, and south sides of the building where planting is called for on plans. Solar access rights to adjacent buildings shall be observed.

#### 02.18 PROJECT CLOSE OUT

A At project completion the Lessor shall provide the Planner copies of the following documents:

- Copy of Building Permit – Prior to occupancy
- Certificate of Occupancy – within 30 days from date of occupancy  
Note: a copy of the final signed off inspection card shall be submitted prior to occupancy.
- Air Balance Report – Prior to occupancy and two weeks after occupancy
- O & M Plan for Toxins as applicable
- WIC Certified Compliance Certificate for millwork and cabinetry- Prior to occupancy
- State Fire Marshal approved transmittal – Prior to occupancy
- DSA approved/ reviewed form - Prior to occupancy
- O & M Plan and training for floor maintenance, building systems (HVAC, security, and the like) appliances, etc., as applicable
- Sustainable lumber certification
- Emergency evacuation plans (8 ½" x 11) framed under glass.
- Concrete moisture test
- Copies of all approved hardship or MOU agreements
- Pre and post Construction Waste Management checklist



02.19 SUBSTANTIAL COMPLETION

- A The building shell and core and leasehold improvements shall be considered substantially complete when constructed in accordance with Exhibits 'A', 'B' and 'C' which define a level of completion that will allow the State tenant program to operate without material interference.
- B Access to premises: State, its employees, agents, and invitees, have ready access to the building and premises through the main lobby of the building and elevators upon substantial completion.
- C Mechanical/Utility/Finish Installations: The following items are installed, in good operating order, and accessible or useable by State for State's preparation and/or completion of the premises and accomplishing the move-in: building lobby; hallways on floor on which premises are located (including walls, flooring, ceiling, lighting, restrooms, etc.); elevators, including, but not limited to, the elevator designated for moving of furniture and freight; HVAC, utilities, and plumbing serving the premises; and the doors and hardware on such doors.
- D Broom Clean: The premises shall be broom clean.
- E Inspection and Punch List: Prior to lease commencement and/or occupancy, the parties shall inspect the premises, have all systems demonstrated, and prepare a punch list. The punch list shall list incomplete, minor, or insubstantial details of construction; necessary mechanical adjustments; and needed finishing touches. Said list shall be prepared by, or reviewed and approved by the State Project Space Planner prior to implementation of constructions and, or repairs. Lessor will complete the punch list items within 14 days after occupancy of the premises. Lessor will promptly commence and diligently continue to correct any latent defects, as they become known pursuant to lease agreement. The acceptance of the premises by the State shall not constitute a waiver of any defect in lessor's construction or a waiver any warranty or future code compliant item.
- F Substantial completion shall be based on the complexity of construction, tenant's move-in date, installation of MSF, code-related items and all items as described in Exhibits 'A' and 'B'. Planner will make the final determination of when substantial completion was achieved.

### DIVISION 3 -- SPECIAL PROVISIONS

The following Special Provisions supplement requirements specified in Divisions 1 and 2 and supersede requirements, which are in conflict; see Planner for direction on discrepancies and conflicts:

***There are no SPECIAL PROVISIONS for this project!***



## EXHIBIT 'C' – State Fire Marshal, CBC/ADA Access Compliance & Sustainable Measure Procedures

<b>PROJECT:</b>	OFFICE QUARTERS	<b>PROJECT NO.</b>	124237
<b>AGENCY:</b>	EMPLOYMENT DEVELOPMENT DEPARTMENT	<b>DATE:</b>	FEB 4, 2009
<b>LOCATION:</b>	3447 ATLANTIC AVE. LONG BEACH, CA 90802		

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<b>PROJECT CONTACT:</b>	ADRIAN GUEVARA VALERIE HILL	<b>PHONE:</b>	(916) 375-4147 (916) 375-4128
		<b>FAX:</b>	(916) 375-4111

**Confirmation Statement**

I/we have read this Exhibit 'C' Specification and understand it is incorporated into, and is part of, this lease. I/we have acknowledged each and every page by placing my/our initials on this cover sheet.

Exhibit C (4/28/06)



Initials

## DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS

### 1.00 GENERAL

- A. The State of California and its governing agencies have mandated that the Department of General Services (DGS), Real Estate Services Division (RESD) adhere to all regulations, policies and state statutes for all state agencies leasing private sector building space.
- B. This Exhibit C document is a binding part of the lease document and shall function with Exhibits A and B.
- C. The forms contained in Division 5 are for the Lessor's reference. A separate Lessor's forms packet will be provided by RESD for the Lessor's use. The forms contained in the "Lessor's Packet" are to be used by the Lessor to accomplish the processes required by this document.
- D. Federal (ADA) and California Building Code (Title 24) accessibility requirements are combined and noted hereafter as **CBC/ADA**.
- E. Abbreviations: State Fire Marshal (SFM), Division of the State Architect (DSA), Real Estate Services Division (RESD).

### 1.01 STATE FIRE MARSHAL AUTHORITY

- A. Section 13108 of the California State Health and Safety Code gives the State Fire Marshal (SFM) authority for enforcement of fire protection regulations for State owned and State occupied leased buildings or premises. This authority encompasses both plan review and construction inspections of all leased facilities.
- B. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation through the RESD Space Planner to SFM. SFM has final authority in the determination of compliance and will take the lead in the resolution of problems or suitable interpretation of code.

### 1.02 ACCESS COMPLIANCE AUTHORITY

- A. California law incorporates the Americans with Disabilities Act requirements. California Government Code provides that buildings shall be made accessible to, and usable by, persons with disabilities, whether they are leased, rented, contracted, sublet, or hired by any municipal, county, or state divisions of government, or special district. California Building Standards Code defines that all state facilities shall meet the federal Architectural Barriers Acts.
- B. These statutes, in addition to, the California Building Code, Title 24, generate the need for a standard process to ensure access compliance with respect to state leased facilities.
- C. The Division of the State Architect is charged with the responsibility of ensuring compliance with the above standards.

## **DIVISION 1 – AUTHORITY AND POLICY REQUIREMENTS**

### **1.02 ACCESS COMPLIANCE AUTHORITY - Continued**

- D. If at any time during the Design, Construction Document Review, or Construction Inspection processes, a conflict arises between the State and local authorities, the Lessor/architect will compile all pertinent information and present the situation to the RESD Space Planner.
- E. DSA has delegated a component of the access responsibility to RESD for leased facilities. Conforming to DSA delegation, RESD is requiring the Lessor to ensure compliance by utilizing one of the two procedures defined in this document. Refer to Division 3 for specific requirements and procedures.
- F. Public right- of- way access is required for all leased facilities. In case that the existing conditions do not meet the required codes and regulations, the design professional (Lessor's architect) must clearly demonstrate and document a diligent effort in requesting that the authority (or control) over the public right- of- way, make the necessary upgrades and modify sidewalks, curb cuts, etc. to secure right-of-way access. All correspondence shall be documented and copies must be forwarded to RESD Space Planner to include in the project file.

### **1.03 SUSTAINABLE AUTHORITY**

- A. As directed by Executive Order D-16-00, the sustainability measures in state leased facilities is to site, design, construct, renovate, operate, and maintain state buildings that are models of energy, water, and materials efficiency; while providing healthy, productive and comfortable indoor environments and long-term benefits to Californians. The acceptable sustainable products and process for leased facilities are outlined in the Exhibit B and C documents.
- B. The Lessor is charged with the responsibility of providing comprehensive data that illustrates where sustainable products and/or services were met as indicated in the Exhibit documents.

*End of Authority and Policy Requirements*

## DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

### 2.00 RESD LEASE EXHIBIT “A”

- A. Prior to the lease execution, the RESD Space Planner is responsible for the development and submittal of the lease Exhibit “A” space plan(s) to the SFM for general review and approval. The approved exhibit plan(s) will reflect the design concept for the proposed lease within the configuration of the existing building shell. The Exhibit “A” drawing will conform to the general ingress/egress and fire/life safety requirements of the SFM. If RESD elects to use a Facilities Design Program (FDP) in place of the Exhibit “A” Space Plan the SFM review and approval will follow lease execution and development of preliminary architectural drawings by the Lessor. (Note: The FDP is a narrative document that defines the project requirements in place of an architectural space plan. It is not referred to within the rest of this Exhibit C).

### 2.01 CONSTRUCTION DRAWINGS

- A. Construction Drawings are the responsibility of the Lessor. The Lessor is required to obtain the services of a licensed architect to develop construction drawings based on the Exhibit A for permitting and the construction. Specific technical elements of the construction e.g., fire alarm and smoke detection systems, fire sprinklers, construction details of fire assemblies, etc. shall be included with the construction drawings. The Exhibit A document does not reflect construction technical requirements and will *not* be substituted for the construction drawings.

### 2.02 PLAN REVIEW AND APPROVAL

- A. The Lessor’s architect is required to submit the construction drawings to the SFM for plan review and approval prior to construction. Note: In projects which do not require alterations (and therefore do not require construction documents), this process will not apply, meaning the Lessor is not required to submit construction drawings to the SFM.
- B. The Lessor’s architect shall submit the **SFM Plan Review Application Form A** (Page 11 ) concurrent with the construction drawings (minimum 90% complete) to the State Fire Marshal in Sacramento. There is no fee associated with the SFM review process.
- C. The Plan Review Application form and all submittals shall be sent to:  
Office of State Fire Marshal, Code Enforcement  
1131 S Street  
Sacramento, California, 95814  
Contact telephone: (916) 324-3783.

This form must be filled out completely, inclusive of the return address for which the approved documents will be returned. Review time is generally consistent with any local city authority permitting process.

- D. The approved drawings or revisions requests will be returned to the address shown on the Plan Review Application and will be accompanied by either a **SFM Plan Review Approval Form B** (Page 12) or a **SFM Plan Review Transmittal Form C** (Page 13). The Lessor/architect shall provide a copy of the approved form to the RESD Space Planner for the permanent file.

## DIVISION 2 – STATE FIRE MARSHAL PROCEDURE

### 2.03 CONSTRUCTION INSPECTION

- A. A regional Deputy State Fire Marshal will inspect the leased facility. There are two regions, Code Enforcement North and Code Enforcement South. Call (916) 445-8550 to determine the local contact information. The appropriate regional office will be required to inspect and approve the construction. The Lessor/architect/contractor shall be responsible for contacting the regional Deputy State Fire Marshal for coordination of the inspections. The Lessor/architect/contractor shall inform the regional office of their proposed construction schedule pertaining to the leased space.
- B. After completion of each successive SFM construction inspection, any deficiencies will be recorded on the **SFM Fire Safety Correction Notice** Form D (page 14). This form is signed as received by a Lessor's representative on site. A final sign off by the Deputy State Fire Marshal is recorded on this document. The Lessor shall send a copy of this form to the RESD Space Planner.

*End of SFM Process*

## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.00 GENERAL

- A. To comply with the accessibility requirements and ensure that the facility has complied with CBC/ADA accessibility codes and regulations, the Lessor is required to complete one of the two processes defined in this division. In each process RESD will remain the primary contact. The facilities are categorized by size as Group I or Group II projects. Each category has specific requirements as defined. Group I projects are submitted to and managed by RESD. Group II facilities are officially submitted to DSA for plan review and approval. The Lessor is required to follow the procedure of the applicable process and is responsible for the associated costs.

### 3.01 FEE REQUIREMENT

- A. The Lessor is required to submit a predetermined fee directly to RESD or DSA regional office for administrative costs for Group I or II facilities. The fees are based on the building size, and a formula established by DSA. The RESD Space Planner using the **CBC/ADA Access Compliance Fee Calculation Form E** (page 15) will calculate the required fee and include in the final Exhibit C document. The fee procedure and payment is defined in the respective Group I or II Facility Procedure.

### 3.02 DETERMINATION OF FACILITY GROUP

- A. In this Section 3.02, the group is determined by facility category and square footage of the State's net usable leased area. The designation of Group I or Group II will also determine the administration process. Each project will be associated with either one of two facility group types. The respective administrative process is defined in the following Sections 3.03 (Group I) and 3.04 (Group II). The Group Types are defined below:

#### FACILITY GROUP:

##### Group I:

Building Type:	Net Usable Square Footage:
Existing Office Buildings	Less than 100,000 square feet
Existing Warehouse Buildings	Less than 500,000 square feet
Any Building to be Constructed	Less than 30,000 square feet

##### Group II:

Building Type:	Net Usable Square Footage:
Existing Office Buildings with Alterations	100,000 sq. ft. or greater
Existing Warehouse Buildings with Alterations	500,000 sq. ft. or greater
Any Building to be Constructed	30,000 sq. ft. or greater

**Note:** At the discretion of the State, for **Group I**, building type "Any Building to be Constructed", the State may elect to follow the Group II process, regardless of the square footage. The RESD Space Planner will identify which process (either Group I or II) to the Lessor during lease negotiations.



## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.03 GROUP I FACILITY PROCEDURE

For Group I facilities the Lessor is required to complete the requirements outlined in items A through D which are further defined in the associated paragraphs that follow.

- A. Hire an accessibility consultant to perform a CBC/ADA accessibility survey and send to the RESD Space Planner.
  - B. Send a fee for administrative costs to DGS, RESD (see Fee Payment, paragraph B below).
  - C. Incorporate the survey results into the construction documents.
  - D. Complete a Verified Report after finalization of construction and send to the RESD Space Planner.
- A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS' Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:
1. DSA certified accessibility consultants trained for Leased facilities  
[www.resd.dgs.ca.gov/PSB/realestate.htm](http://www.resd.dgs.ca.gov/PSB/realestate.htm)
  2. ICC Accessibility Inspector/Plans Examiner  
[www.iccsafe.org/e/certsearch.html](http://www.iccsafe.org/e/certsearch.html)
  3. Architect licensed in the State of California
- A.1 The consultant will survey the facility and site per U.S. Department of Justice, Civil Rights Division, Disability Rights Section, **Title II** and CBC/ADA, including all exterior and interior areas serving the path of travel and use of all state leased space. Physical barriers will be identified from the point of arrival (parking, drop-off, etc.) throughout the interior of each facility. Elements to be evaluated include, but are not limited to, path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal / vertical access, etc. Consultants will observe and record all deficiencies, as well as provide solutions needed to bring facility into compliance with sufficient detail to allow Lessor or his/her agent to develop a cost estimate for proposed barrier removal. Should all areas mentioned above not be fully constructed, consultants shall review the construction documents in addition to the physical evaluation.
- B. Fee Payment: The Lessor shall prepare a check payable to the Dept. of General Services, Real Estate Services Division. Lessor shall enclose a copy of the **CBC/ADA Access Compliance Fee Calculation Form E** (page 15) as prepared by the RESD Space Planner, along with payment and mail to DGS, RESD (Include the project number on the check to RESD).
- C. Construction Documents: The Lessor's Architect will incorporate all items defined in the accessibility survey into the construction documents. The Lessor shall submit the completed drawings to RESD for review.
- D. Verified Report: Following the completion of construction, the Lessor's architect is responsible for verifying that the items outlined in the accessibility survey and incorporated into the construction documents have been completed. The **Verified Report Form G** (page 17) shall be signed by the Lessor's architect. The architect shall forward the signed Verified Report to RESD Space Planner prior to the final inspection that will be performed by RESD. The project will not be accepted for occupancy prior to receipt of this document.

*End of Group I Procedure*

## DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

### 3.04 GROUP II FACILITY PROCEDURE

The Lessor is required to submit plans and specifications to the Division of the State Architect (DSA) for access compliance review and approval. Although the formal process for access compliance plan review and approval is processed through DSA, the Department of General Services RESD will act as the primary managers for the project. The Lessor's architect shall inform RESD of the status in receiving approval from DSA.

For Group II facilities, the Lessor is required to complete the requirements outlined in items A through F which are further defined in the associated paragraphs that follow.

- A. Hire an accessibility consultant to perform a CBC/ADA accessibility survey and send to RESD Space Planner, (required only when a building exists).
- B. Prepare construction drawings and specifications.
- C. Send Fee Payment and submittal package for plan review to the respective DSA regional office (see Fee Payment, paragraph C below).
- D. Receive DSA Plan Approval.
- E. Complete a Verified Report

A. Accessibility Survey: The Lessor must have an accessibility survey completed prior to the finalization and approval of the construction documents. The survey must be completed using the DGS Accessibility Checklist for State-Leased Buildings and Facilities. The following consultants are acceptable:

1. DSA certified accessibility consultants trained for Leased facilities  
[www.resd.dgs.ca.gov/PSB/realestate.htm](http://www.resd.dgs.ca.gov/PSB/realestate.htm)
2. ICC Accessibility Inspector/Plans Examiner  
[www.iccsafe.org/e/certsearch.html](http://www.iccsafe.org/e/certsearch.html)
3. Architect licensed in the State of California

Note: See Section 3.03, paragraph A.1 (Group I Facility Procedure) for parameters of survey.

- B. Construction Drawings and Specifications: The Lessor is required to retain a architect licensed in the State of California to design and develop plans and specifications in accordance with the lease exhibits and applicable codes and regulations. The Lessor's architect will incorporate all items defined in the accessibility survey into the construction documents. The architect is required to stamp and sign the construction documents.
- C. Fee Payment: In accordance with the calculation of fees per the **CBC/ADA Access Compliance Fee Calculation Form E** (page 15), the Lessor shall prepare a check payable to the Division of the State Architect. This check along with a copy of the CBC/ADA Access Compliance Fee Calculation Form E shall be forwarded to the appropriate regional DSA office as part of the submittal package.
- D. Submittal Package: The submittals shall be sent to the appropriate DSA regional office. The state is divided into four regions, San Francisco Bay Area, Sacramento, Los Angeles and San Diego. The relevant DSA regional office that would administrate your specific project can be confirmed by calling DSA (916) 445-8100. The submittal package must be complete before the DSA accepts the project for review. The submittal package shall include the following items:
1. One set of completed construction plans and specifications.
  2. A completed **Application for Approval of Plans and Specifications Form F** (pg. 16).
  3. Application Fee.
  4. Copy of CBC/ADA Access Compliance Calculation Fee Form E.



### DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

Upon receipt of the submittal package, a DSA application number is assigned to the project for tracking purposes. A preliminary review for completeness is performed within a few days. Plan review is scheduled after DSA verifies that a complete submittal package has been received. Plan review commences within four to six weeks of initial submittal for most large projects. Verify plan review timelines with the regional office. Access Compliance review is typically completed within three to four weeks. At times of high workload, DSA contracts with private plan reviewers to expedite the plan review process.

- E. DSA Plan Approval: Once approval has been granted by DSA, the Lessor is required to construct the project in accordance with the plans, specifications, and lease exhibits. The Lessor shall forward a copy of DSA's letter of approval to the RESD Space Planner. Construction shall not commence until this process has been completed.
- F. Verified Report: Following the completion of construction, the Lessor's architect is responsible for verifying that the accessibility requirements whether federal or state have been incorporated into the construction and are completed. The **Verified Report** Form G (page 17) shall be signed by the Lessor's architect. The architect shall forward the signed Verified Report to RESD Space Planner prior to the final inspection that will be performed by RESD. The project will not be accepted for occupancy prior to receipt of this document.

*End of Group II Procedure*

## DIVISION 4 – REPORTING SUSTAINABLE MEASURES

### 4.00 GENERAL

- A. All new and renewed State lease spaces shall utilize sustainable products. The Lessor shall provide the state with quantities associated with these measures.
- B. To identify specific sustainable measures implemented on this project the Lessor is required to complete the **Sustainable Measures Report** Form H (page 18). The Lessor is required to send this report to the RESD Space Planner prior to occupancy and acceptance of space.

### 4.01 SUSTAINABLE MEASURES AND COST REPORT

- A. Completion of the Sustainable Measures Report requires a notation in one of two columns for each item listed in the "Description" column. Each item shall be noted as one of two choices: 1) total quantity, or 2) not applicable.

Each is explained below:

1. Total Quantity: Provide the total quantity amount for the sustainable item that was implemented on this particular project.
2. Not Applicable (N/A): For items that are not applicable because they were not part of the tenant improvements, place a check in each column.

*End of Sustainable Measures*

DIVISION 5 – FORMS

5.00 SFM PLAN REVIEW APPLICATION, FORM A

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Arnold Schwarzenegger, Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

1131 "S" Street  
Sacramento, CA 95814  
Web Site: [www.fire.ca.gov](http://www.fire.ca.gov)  
(916) 324-3783  
(916) 324- FAX



PLAN REVIEW APPLICATION

(Must be submitted with all plans, specifications and deferred approvals)  
Please Print or Type

AGENCY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

RESD PROJECT #: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

COUNTY: \_\_\_\_\_

ESTIMATED CONTRACT COST: \_\_\_\_\_

BID DATE: \_\_\_\_\_ CONTRACT STATE DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: ( ) - FAX NUMBER: ( ) -

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SFM USE ONLY – BELOW THIS LINE

DATE RECEIVED: \_\_\_\_\_

SFM FILE #: \_\_\_\_\_

PCA #: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV

DIVISION 5 – FORMS

5.01 SFM PLAN REVIEW APPROVAL, FORM B

(This is for Reference Only – The Lessor will receive this Plan Review Approval form or the Plan Review Transmittal form (next page) with the plans that were submitted for review and approval to the SFM)

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement – North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

1131 "S" Street (95814)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
Web Site: <http://osfm.fire.ca.gov>  
(916)445-8550  
(916)324-3784 FAX



PLAN REVIEW APPROVAL

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
CSFM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

FACILITY ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reproducible plans and specifications for the project described and included in the plan review transmittal dated \_\_\_\_\_ are approved by this office and were stamped \_\_\_\_\_.

Nothing in our review shall be construed as encompassing structural integrity. Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

If you have any questions, please contact me at \_\_\_\_\_.

\_\_\_\_\_  
Deputy State Fire Marshal

- cc:  Code Enforcement – North
- Code Enforcement – South
- Field File

RECORD #: \_\_\_\_\_  
RECEIVED DATE: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
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DIVISION 5 – FORMS

5.02 SFM PLAN REVIEW TRANSMITTAL, FORM C

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement - North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION



1131<sup>st</sup> Street (95814)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
Web Site: <http://osfm.fire.ca.gov>  
(916) 445-8550  
(916) 324-3784 FAX

PLAN REVIEW TRANSMITTAL

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_ CSFM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

FACILITY ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As requested, we have reviewed  Plans  Specifications  Change Order  Addendum  Instructional Bulletin  Request for Information  Equipment Submittal for the project listed above to determine conformance with the fire and life safety standards of Titles 19 and 24, California Code of Regulations. By copy of this transmittal we are:

- advising you that the items listed above were found to be in accordance with the applicable provisions of Title 19 and 24.
- returning the items listed above to you for review. Consideration must be given to all comments noted in red pencil on the documents.
- requesting that you contact our office at the telephone number listed below for an appointment for our stamp of approval or back check. Submit the plans with our official comments at the time of the back check.

Nothing in our review shall be construed as encompassing structural integrity. Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval of this project is subject to field inspection.

If you have any questions, please contact me at \_\_\_\_\_.

\_\_\_\_\_  
Deputy State Fire Marshal

cc:  Code Enforcement – North  
 Code Enforcement – South  
 Field File

RECORD #: \_\_\_\_\_  
RECEIVED DATE: \_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV

DIVISION 5 – FORMS

5.03 SFM FIRE SAFETY CORRECTION NOTICE  
and/or  
FINAL CONSTRUCTION APPROVAL - FORM D

STATE OF CALIFORNIA - THE RESOURCES AGENCY

Arnold Schwarzenegger, Governor

OFFICE OF THE STATE FIRE MARSHAL  
Code Enforcement - North  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
1131"S" Street (95814)  
P.O. Box 944246 (94244-2460)  
Sacramento, CA  
Web Site: <http://osfm.fire.ca.gov>  
(916) 445-8550  
(916) 324-3784 FAX



Fire Safety Correction Notice

File Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

The California Health and Safety Code and the State Fire Marshal's regulations require the following fire safety deficiencies be corrected.

[Large empty rectangular box for listing fire safety deficiencies]

The above deficiencies are to be corrected within \_\_\_\_\_ days. **When ALL deficiencies have been corrected, sign and return the certification on the opposite side of this form.** If you have any questions, contact the Office of the State Fire Marshal at ( ) \_\_\_\_\_ - \_\_\_\_\_

ISSUED BY (Deputy State Fire Marshal)

RECEIVED BY

DATE

\_\_\_\_\_  
\_\_\_\_\_

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN  
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV



5.04 CBC/ADA ACCESS COMPLIANCE FEE CALCULATION  
FORM E



State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency

**DEPARTMENT OF GENERAL SERVICES**

**Real Estate Services Division • Professional Services Branch**

707 Third Street, 5<sup>th</sup> Floor • West Sacramento, CA 95605 • (916) 375-4099

**CBC/ADA Access Compliance Fee Calculation Form**

RESD Planner: ADRIAN GUEVARA Date: 3/5/2009  
 Agency: EMPLOYMENT DEVELOPMENT DEPARTMENT  
 Address: 3447 ATLANTIC AVE. LONG BEACH, CA  
 Project Number: 124237  
 Project Name: OFFICE QUARTERS

For **GROUP I** Facilities,  
 Send To:  
 Dept. of General Services  
 Real Estate Services Division  
 Professional Services Branch  
 707 3rd Street, Suite 5-305  
 West Sacramento, California 95605

For **GROUP II** Facilities,  
 Send To:  
 DSA Regional Office  
 See DSA Website for offices in your area at  
[www.dsa.dgs.ca.gov/ContactDSA/default.htm](http://www.dsa.dgs.ca.gov/ContactDSA/default.htm)

Project Type	Project Size (net usable s.f.)	Rate	Project Value (PV)
<input type="checkbox"/> Existing Warehouse Buildings		\$20/sf	\$ -
<input checked="" type="checkbox"/> Existing Office Buildings	7,714	\$50/sf	\$ 385,700
<input type="checkbox"/> New Construction Build-to-Suit		\$150/sf	\$ -

GROUP I (Under \$5,000,000)	Project Value	Multiplier	Fee
PV X 0.2% of 1st \$500,000 =	\$ -	0.002	
Remainder of PV x 0.1% =	\$ -	0.001	
Remainder between 2M and 5M x .01%	\$ -	0.0001	
Calculated total =	\$ -		
<b>x 10% (QA or \$200 Minimum) = Total Fee</b>			<b>\$ 200</b>

GROUP II (Over \$5,000,000)	Project Value	Fee
PV x 0.2% of 1st \$500,000	\$ -	
0.1% x \$1,500,000	\$ -	
Value between 2M and 5M x .01%	\$ -	
Remainder of PV x 0.01% =	\$ -	
<b>Total Fee</b>		<b>\$ -</b>

**Total Lessor Fee Obligation: \$ 200**

**DIVISION 5 – FORMS**

**5.05 APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS - FORM - F**

**UNIVERSAL DESIGN  
APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS  
(FOR STATE LEASED FACILITIES – Group II Category Only)**

DSA-UD/RESD 100-46.1 (Revised 10/02)

Project Name/ Description \_\_\_\_\_ RESD Project # \_\_\_\_\_  
 Owner / Lessor \_\_\_\_\_  
 Address of Owner / Lessor \_\_\_\_\_  
     Street Address (no P.O. Box Numbers) \_\_\_\_\_  
     City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Construction of (Name of Buildings) \_\_\_\_\_  
 Alterations to (Name of Buildings) \_\_\_\_\_  
 Additions to (Name of Buildings) \_\_\_\_\_

The project is in the City of \_\_\_\_\_, County of \_\_\_\_\_  
 Location (Street Address) \_\_\_\_\_

Architectural or Engineering Firm	Telephone No.	Fax No.
Address (no P.O. Box numbers)		
Project Contact Person	Telephone No.	Fax No.

The application, plans, and specifications shall be submitted to:

Oakland Regional Office 1515 Clay Street, Suite 1201 Oakland, CA 94612	Sacramento Regional Office 1102 "Q" Street, Ste. 5200 Sacramento, CA 95814	Los Angeles Regional Office 311 So. Spring Street, Suite 1301 Los Angeles, CA 90013	San Diego Regional Office 16680 W. Bernardo Drive San Diego, CA 92127
--	--	---	---

The plans, specifications and filing fee of \$ \_\_\_\_\_ accompanying this application are a part thereof.

<b>For DSA Use</b>			Signature of Applicant  _____  This _____ day of _____, 20 _____  Mailing Address of Applicant  _____
Checked by	Date A # Assigned	Fee Schedule	
Correct Fee	Fee Paid	OP / UP	
Refund			
Application Number	File Number		

**DIVISION 5 – FORMS**

**5.06 VERIFIED REPORT, FORM G**

**State Leased Buildings and Facilities  
Verified Report - Form G**

The Architect having general responsible charge of the work of construction on the plans and specifications, is responsible for the submission of this report to the Department of General Services / Real Estate Services Division, Planner (DGS/RES D) prior to the state tenant taking occupancy.

<b>RES D Project Info:</b>	Agency	RES D Project #	
	Project Type (Scope of Work)	Date	
	RES D Planner	Phone	Fax

<b>Facility Info:</b>	Building Name	Hours of Operation:	
	Address	Suite	
	City	Zip	
	Lessor Contact	Phone	Fax

<b>Contractor:</b>	Company Name	License #	Phone
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This report includes all construction work through the date of: \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year

Exterior Work	% Complete	Interior Work	% Complete
		Accessible Main Entrance	
Parking & Accessible Stalls		Doors & Gates	
Walks & Sidewalks		Information / Reception Counter	
Curb Ramps		Elevators / Ramps / Lifts	
Stairways		Sanitary Facilities / Sinks / Drinking Fountains	
Ramps & Landings		Stairwells / Exits	
Accessible Main Entrance		Conference / Meeting / Assembly Rooms	
Wayfinding & Signage		Wayfinding & Signage	
		Fire Alarms	
<b>Total Project Percentage of Completion:</b>			

\*All items required to be 100% complete unless Hardship approved by DSA or Mitigation Plan outlined in lease.

List work and % to be completed (attach additional pages as necessary):


I declare under penalty of perjury that I have read the above report and know the contents thereof; that all of the above statements are true and that I know of my own personal knowledge that the work during the period covered by the report has been performed and materials used and installed, and in every material respect are in compliance with the duly approved plans and specifications therefore.

<b>Architect:</b>	Signature	Date
	Name	Architect #
	Company / Firm	Phone
	Address	Fax

Submit completed forms to location indicated below:

DGS/RES D attn: Planner	Real Estate Services Division 707 Third Street, Suite 5-305 West Sacramento, CA 95605
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5.07 SUSTAINABLE REPORTING, FORM H



State of California • Arnold Schwarzenegger, Governor  
 State and Consumer Services Agency  
**DEPARTMENT OF GENERAL SERVICES**  
**Real Estate Services Division • Professional Services Branch**  
 707 Third Street, 5<sup>th</sup> Floor • West Sacramento, CA 95605 • (916) 375-4099  
[www.resd.dgs.ca.gov/psb/realestate](http://www.resd.dgs.ca.gov/psb/realestate)

**SUSTAINABLE MEASURES REPORT**

SUBMIT COMPLETED REPORT TO:  
 Department of General Services  
 Professional Services Branch  
 Real estate Services Division  
 707 Third Street, Suite 5-305  
 West Sacramento, CA 95798-9052

**PROJECT NUMBER:** \_\_\_\_\_  
**AGENCY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**RESD SPACE PLANNER:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

EXHIBIT B REFERENCE	DESCRIPTION	IMPLEMENTATION QUANTITY	NOT APPLICABLE (N/A) NO REFERENCE IN EXHIBIT A
01.03 1-3	<b>RECYCLE:</b> Site separation method to maintain a minimum standard of 50% diversion of construction and demolition materials from the landfills.		
02.00 D12	<b>CARPET:</b> The carpet and/or backing must contain a minimum 20% of post consumer and/or postindustrial recycled material.		
02.09 A2	<b>TOILET ROOM PARTITIONS:</b> New stalls called out in Exhibit A shall be manufactured using a minimum of 50% recycled density polyethylene plastic coloring and flame retardant agents that are both recycled and recyclable.		
02.09 B	<b>SUNLIGHT CONTROL:</b> For sunlight control the use of: exterior overhangs, fins. Solar screens, reflective glass coatings, reflective glass panes or device approved by RESD		
02.10 C	<b>PLUMBING:</b> Use of energy and resource efficient fixtures and accessories (See general criteria in Exhibit B)		
02.16 B	<b>PARKING/PAVING:</b> If new material is used for repair or re-paving; the existing asphalt shall be ground for fill.		

*Continued next page*

# EXHIBIT "D"

## MASTER LEASE

Project No.: 124237  
Sublease No.: 5110-001  
March 19, 2009



STANDARD OFFICE LEASE-GROSS  
AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

25165



97

1. Basic Lease Provisions ("Basic Lease Provisions") May 9, 19\_\_  
1.1 Parties: This Lease, dated, for reference purposes only, \_\_\_\_\_  
is made by and between Fujita Investors of California \_\_\_\_\_  
(herein called "Lessor") and \_\_\_\_\_ City of Long Beach \_\_\_\_\_, (herein called "Lessee").  
doing business under the name of 100,150,160,190,195,200,220, \_\_\_\_\_

1.2 Premises: Suite Number(s) and 300 on the 1st, 2nd & 3rd floors, consisting of approximately 26,942 feet, more or less, as  
defined in paragraph 2 and as shown on Exhibit "A" hereto (the "Premises"). (see Addendum 1, Paragraph 65 and 69)

1.3 Building: Commonly described as being located at 3447 Atlantic Avenue \_\_\_\_\_  
in the City of Long Beach \_\_\_\_\_  
County of Los Angeles \_\_\_\_\_  
State of California \_\_\_\_\_, as more particularly described in Exhibit A hereto, and as defined in paragraph 2.

1.4 Use: General Office and other legally permitted uses. \_\_\_\_\_, subject to paragraph 8.

1.5 Term: five (5) years commencing September 1, 1997 ("Commencement Date")  
and ending August 31, 2002 \_\_\_\_\_ as defined in paragraph 3.

1.6 Base Rent: \$36,371.70 per month, payable on the \_\_\_\_\_ day of each month,  
per paragraph 4.1 Following Month thirty (30) of the Lease Term, Base Rent shall be adjusted  
to \$39,065.90.

1.7 Base Rent Increase: On \_\_\_\_\_ the monthly Base Rent payable under  
paragraph 1.6 above shall be adjusted as provided in paragraph 4.3 below.

1.8 Rent Paid Upon Execution: \$36,371.70 payable within two weeks of full execution of Lease documents  
for the first month's rent.

1.9 Security Deposit: \_\_\_\_\_  
1.10 Lessee's Share of Operating Expense Increase: 74.01% as defined in paragraph 4.2. Building is a total of 36,403  
rentable square feet

2. Premises, Parking and Common Areas.

2.1 Premises: The Premises are a portion of a building, herein sometimes referred to as the "Building" identified in paragraph 1.3 of the Basic Lease Provisions. "Building" shall include adjacent parking structures used in connection therewith. The Premises, the Building, the Common Areas, the land upon which the same are located, along with all other buildings and improvements thereon or thereunder, are herein collectively referred to as the "Office Building Project." Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, the real property referred to in the Basic Lease Provisions, paragraph 1.2, as the "Premises," including rights to the Common Areas as hereinafter specified.

2.2 Vehicle Parking: So long as Lessee is not in default, and subject to the rules and regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use 95 parking spaces in the Office Building Project at the monthly rate applicable from time to time for monthly parking as set by Lessor and/or its licensee. As part of Lessee's parking allocation, Lessee shall be\*  
2.2.1 If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.2.2 The monthly parking rate per parking space will be \$ 0.00 per month at the commencement of the term of this Lease, and is subject to change upon five (5) days prior written notice to Lessee. Monthly parking fees shall be payable one month in advance prior to the first day of each calendar month. All parking to be free of charge during the initial term.

2.3 Common Areas-Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Office Building Project that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and of other lessees of the Office Building Project and their respective employees, suppliers, shippers, customers and invitees, including but not limited to common entrances, lobbies, corridors, stairways and stairwells, public restrooms, elevators, escalators, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas and decorative walls.

2.4 Common Areas-Rules and Regulations. Lessee agrees to abide by and conform to the rules and regulations attached hereto as Exhibit B with respect to the Office Building Project and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce said rules and regulations. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulations by other lessees, their agents, employees and invitees of the Office Building Project.

2.5 Common Areas-Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:  
(a) To make changes to the Building interior and exterior and Common Areas, including, without limitation, changes in the location, size, shape, number, and appearance thereof, including but not limited to the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways; provided, however, Lessor shall at all times provide the parking facilities required by applicable law;  
(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;  
(c) To designate other land and improvements outside the boundaries of the Office Building Project to be a part of the Common Areas, provided that such other land and improvements have a reasonable and functional relationship to the Office Building Project;  
(d) To add additional buildings and improvements to the Common Areas;  
(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Office Building Project, or any portion thereof;  
(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Office Building Project as Lessor may, in the exercise of sound business judgment deem to be appropriate.

3. Term.

3.1 Term. The term and Commencement Date of this Lease shall be as specified in paragraph 1.5 of the Basic Lease Provisions.

3.2 Delay in Possession. Notwithstanding said Commencement Date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date and subject to paragraph 3.2.2, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof; but, in such case, Lessee shall not be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease, except as may be otherwise provided in this Lease, until possession of the Premises is tendered to Lessee, as hereinafter defined; provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days following said Commencement Date, as the same may be extended under the terms of a Work Letter executed by Lessor and Lessee, Lessee may, at Lessee's \*entitled to 21 stalls in covered/secured parking area. Additionally, Lessee shall be entitled to additional stalls in the covered/secured parking area when they become available. There are currently eleven (11) stalls being leased to other tenants.

Initials:

option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided, however, that, as to Lessee's obligations, Lessee first reimburses Lessor for all costs incurred for Non-Standard Improvements and, as to Lessor's obligations, Lessor shall return any money previously deposited by Lessee (less any offsets due Lessor for Non-Standard Improvements), and provided further, that if such written notice by Lessee is not received by Lessor within said ten (10) day period, Lessee's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

**3.2.1 Possession Tendered—Defined.** Possession of the Premises shall be deemed tendered to Lessee ("Tender of Possession") when (1) the improvements to be provided by Lessor under this Lease are substantially completed, (2) the Building utilities are ready for use in the Premises, (3) Lessee has reasonable access to the Premises, and (4) ten (10) days shall have expired following advance written notice to Lessee of the occurrence of the matters described in (1), (2) and (3), above of this paragraph 3.2.1. (See Addendum 1 Paragraph 50)

**3.2.2 Delays Caused by Lessee.** There shall be no abatement of rent, and the sixty (60) day period following the Commencement Date before which Lessee's right to cancel this Lease accrues under paragraph 3.2, shall be deemed extended to the extent of any delays caused by acts or omissions of Lessee, Lessee's agents, employees and contractors.

**3.3 Early Possession.** If Lessee occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions of this Lease, such occupancy shall not change the termination date, and Lessee shall pay rent for such occupancy.

**3.4 Uncertain Commencement.** In the event commencement of the Lease term is defined as the completion of the improvements, Lessee and Lessor shall execute an amendment to this Lease establishing the date of Tender of Possession (as defined in paragraph 3.2.1) or the actual taking of possession by Lessee, whichever first occurs, as the Commencement Date.

#### 4. Rent

Except

**4.1 Base Rent—Subject to adjustment as hereinafter provided in paragraph 4.3, and except** as may be otherwise expressly provided in this Lease, Lessee shall pay to Lessor the Base Rent for the Premises set forth in paragraph 1.6 of the Basic Lease Provisions, without offset or deduction. Lessee shall pay Lessor upon execution hereof the advance Base Rent described in paragraph 1.8 of the Basic Lease Provisions. Rent for any period during the term hereof which is for less than one month shall be prorated based upon the actual number of days of the calendar month involved. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

**4.2 Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share, as hereinafter defined, of the amount by which all Operating Expenses, as hereinafter defined, for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase," in accordance with the following provisions:

(a) "Lessee's Share" is defined, for purposes of this Lease, as the percentage set forth in paragraph 1.10 of the Basic Lease Provisions, which percentage has been determined by dividing the approximate square footage of the Premises by the total approximate square footage of the rentable space contained in the Office Building Project. It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Lessor and Lessee agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises or a change in the space available for lease in the Office Building Project.

(b) "Base Year" is defined as the calendar year in which the Lease term commences.

(c) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first twelve (12) months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(d) "Operating Expenses" is defined, for purposes of this Lease, to include all costs, if any, incurred by Lessor in the exercise of its reasonable discretion, for: (See Addendum 1 Paragraph 51, 52 and Exhibit "C")

(i) The operation, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Office Building Project, including but not limited to, the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, lessees or occupants of the Office Building Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(ii) Trash disposal, janitorial and security services;

(iii) Any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the liability and property insurance policies to be maintained by Lessor under paragraph 8 hereof;

(v) The amount of the real property taxes to be paid by Lessor under paragraph 10.1 hereof;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Office Building Project;

(vii) Labor, salaries and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Office Building Project and accounting and a management fee attributable to the operation of the Office Building Project;

(viii) Replacing and/or adding improvements mandated by any governmental agency and any repairs or removals necessitated thereby amortized over its useful life according to Federal income tax regulations or guidelines for depreciation thereof (including interest on the unamortized balance as is then reasonable in the judgment of Lessor's accountants);

(ix) Replacements of equipment or improvements that have a useful life for depreciation purposes according to Federal income tax guidelines of five (5) years or less, as amortized over such life.

(e) Operating Expenses shall not include the costs of replacements of equipment or improvements that have a useful life for Federal income tax purposes in excess of five (5) years unless it is of the type described in paragraph 4.2(d)(viii), in which case their cost shall be included as above provided.

(f) Operating Expenses shall not include any expenses paid by any lessee directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

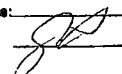
(g) Lessee's Share of Operating Expense Increase shall be payable by Lessee within ten (10) days after a reasonably detailed statement of actual expenses is presented to Lessee by Lessor. At Lessor's option, however, an amount may be estimated by Lessor from time to time in advance of Lessee's Share of the Operating Expense Increase for any Comparison Year, and the same shall be payable monthly or quarterly, as Lessor shall designate, during each Comparison Year of the Lease term, on the same day as the Base Rent is due hereunder. In the event that Lessee pays Lessor's estimate of Lessee's Share of Operating Expense Increase as aforesaid, Lessor shall deliver to Lessee within sixty (60) days after the expiration of each Comparison Year a reasonably detailed statement showing Lessee's Share of the actual Operating Expense Increase incurred during such year. If Lessee's payments under this paragraph 4.2(g) during said Comparison Year exceed Lessee's Share as indicated on said statement, Lessee shall be entitled to credit the amount of such overpayment against Lessee's Share of Operating Expense Increase next falling due. If Lessee's payments under this paragraph during said Comparison Year were less than Lessee's Share as indicated on said statement, Lessee shall pay to Lessor the amount of the deficiency within ten (10) days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

#### 4.3 Rent Increase.

~~4.3.1 At the times set forth in paragraph 1.7 of the Basic Lease Provisions, the monthly Base Rent payable under paragraph 4.1 of this Lease shall be adjusted by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, (1967=100), "All Items" for the city nearest the location of the Building, herein referred to as "C.P.I." since the date of this Lease.~~

4.3.2 The monthly Base Rent payable pursuant to paragraph 4.3.1 shall be calculated as follows: the Base Rent payable for the first month of the term of this Lease, as set forth in paragraph 4.1 of this Lease, shall be multiplied by a fraction the numerator of which shall be the C.P.I. of the calendar month during which the adjustment is to take effect, and the denominator of which shall be the C.P.I. for the calendar month in which the original Lease term commences. The sum so calculated shall constitute the new monthly Base Rent hereunder, but, in no event, shall such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the date for the rent adjustment.

~~4.3.3 In the event the compilation and/or publication of the C.P.I. shall be transferred to any other governmental department or bureau or~~

Initials: 

agency or shall be discontinued, then the index most nearly the same as the C.P.I. shall be used to make such calculations. In the event that Lessor and Lessee cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in the County in which the Premises are located, in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, notwithstanding one party failing to appear after due notice of the proceeding. The cost of said Arbitrators shall be paid equally by Lessor and Lessee.

4.34 Lessee shall continue to pay the rent at the rate previously in effect until the increase, if any is determined, within five (5) days following the date on which the increase is determined. Lessee shall make such payment to Lessor as with the increased rental current, commencing with the effective date of such increase through the date of any rental installments then due. Thereafter the rental shall be paid at the increased rate.

4.35 At such time as the amount of any change in rental required by this Lease is known or determined, Lessor and Lessee shall execute an amendment to this Lease setting forth such change.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the security deposit set forth in paragraph 4.9 of the Basic Lease Provisions as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of or to any rent or other charge in default for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount then required of Lessee. If the monthly Base Rent shall, from time to time, increase during the term of this Lease, Lessee shall, at the time of such increase, deposit with Lessor additional money as a security deposit so that the total amount of the security deposit held by Lessor shall at all times bear the same proportion to the then current Base Rent as the initial security deposit bears to the initial Base Rent set forth in paragraph 1.6 of the Basic Lease Provisions. Lessor shall not be required to keep said security deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

## 6. Use.

6.1 Use. The Premises shall be used and occupied only for the purpose set forth in paragraph 1.4 of the Basic Lease Provisions or any other use which is reasonably comparable to that use and for no other purpose.

6.2 Compliance with Law. Lessor is not currently under notice that

(a) Lessor warrants to Lessee that the Premises, in the state existing on the date that the Lease term commences, but without regard to alterations or improvements made by Lessee or the use for which Lessee will occupy the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease Commencement Date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any such violation.

(b) Except as provided in paragraph 6.2(a) Lessee shall, at Lessee's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the Premises and the occupation and use by Lessee of the Premises. Lessee shall conduct its business in a lawful manner and shall not use or permit the use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Office Building Project.

## 6.3 Condition of Premises.

(a) Lessor shall deliver the Premises to Lessee in a clean condition on the Lease Commencement Date (unless Lessee is already in possession) and Lessor warrants to Lessee that the plumbing, lighting, air conditioning, and heating system in the Premises shall be in good operating condition. In the event that it is determined that this warranty has been violated, then it shall be the obligation of Lessor, after receipt of written notice from Lessee setting forth with specificity the nature of the violation, to promptly, at Lessor's sole cost, rectify such violation.

(b) Except as otherwise provided in this Lease, Lessee hereby accepts the Premises and the Office Building Project in their condition existing as of the Lease Commencement Date or the date that Lessee takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Lessor nor Lessor's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Office Building Project for the conduct of Lessee's business.

## 7. Maintenance, Repairs, Alterations and Common Area Services.

7.1 Lessor's Obligations. Lessor shall keep the Office Building Project, including the Premises, interior and exterior walls, roof, and common areas, and the equipment whether used exclusively for the Premises or in common with other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Building or are above then Building standards. Except as provided in paragraph 9.5, there shall be no abatement of rent or liability of Lessee on account of any injury or interference with Lessee's business with respect to any improvements, alterations or repairs made by Lessor to the Office Building Project or any part thereof. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition and repair.

## 7.2 Lessee's Obligations.

(a) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements that are not ordinarily a part of the Building or that are above then Building standards. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

(b) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall panelling, ceilings and plumbing on the Premises and in good operating condition.

## 7.3 Alterations and Additions.

(a) Lessee shall not, without Lessor's prior written consent make any alterations, improvements, additions, Utility Installations or repairs in, on or about the Premises, or the Office Building Project. As used in this paragraph 7.3 the term "Utility Installation" shall mean carpeting, window and wall coverings, power panels, electrical distribution systems, lighting fixtures, air conditioning, plumbing, and telephone and telecommunication wiring and equipment. At the expiration of the term, Lessor may require the removal of any or all of said alterations, improvements, additions or Utility Installations, and the restoration of the Premises and the Office Building Project to their prior condition, at Lessee's expense. Should Lessor permit Lessee to make its own alterations, improvements, additions or Utility Installations, Lessee shall use only such contractor as has been expressly approved by Lessor, and Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Lessor against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should Lessee make any alterations, improvements, additions or Utility Installations without the prior approval of Lessor, or use a contractor not expressly approved by Lessor, Lessor may, at any time during the term of this Lease, require that Lessee remove any part or all of the same.

(b) Any alterations, improvements, additions or Utility Installations in or about the Premises or the Office Building Project that Lessee shall desire to make shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent to Lessee's making such alteration, improvement, addition or Utility Installation, the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Lessor prior to the commencement of the work, and compliance by Lessee with all conditions of said permit in a prompt and expeditious manner.

(c) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building or the Office Building Project, or any interest therein.

(d) Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Premises by Lessee, and Lessor shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend itself and Lessor against the same and shall pay and satisfy

\*a violation exists

\*\*During the term of the Lease, Lessee is in agreement to maintain it's Premises except for normal wear and tear.

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\*\*\*Any contractor, subcontractor, or other person selected by Lessee must first be approved of in writing by Lessor and said contractor, subcontractor or other person must maintain insurance as required by Lessor;

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Initials: 



any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises, the Building or the Office Building Project, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien claim or demand indemnifying Lessor against liability for the same and holding the Premises, the Building and the Office Building Project free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's reasonable attorneys' fees and costs in participating in such action if Lessor shall decide it is to Lessor's best interest so to do.

(e) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee), which may be made to the Premises by Lessee, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, and lighting ~~and telephone or communication systems~~, conduit, wiring and outlets, shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Lessor requires their removal pursuant to paragraph 7.3(a). Provided Lessee is not in default, notwithstanding the provisions of this paragraph 7.3(e), Lessee's personal property and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises or the Building, and other than Utility Installations, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of paragraph 7.2.

(f) Lessee shall provide Lessor with as-built plans and specifications for any alterations, improvements, additions or Utility Installations.

7.4 **Utility Additions.** Lessor reserves the right to install new or additional utility facilities throughout the Office Building Project for the benefit of Lessor or Lessee, or any other lessee of the Office Building Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Lessee's use of the Premises.

## 8. Insurance; Indemnity.

8.1 **Liability Insurance—Lessee.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement (GL0404), or equivalent, in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined or in a greater amount as reasonably determined by Lessor and shall insure Lessee with Lessor as an additional insured against liability arising out of the use, occupancy or maintenance of the Premises. Compliance with the above requirement shall not, however, limit the liability of Lessee hereunder. \*

8.2 **Liability Insurance—Lessor.** Lessor shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Lessor deems advisable from time to time, insuring Lessor, but not Lessee, against liability arising out of the ownership, use, occupancy or maintenance of the Office Building Project in an amount not less than \$5,000,000.00 per occurrence.

8.3 **Property Insurance—Lessee.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease for the benefit of Lessee, replacement cost fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake sprinkler leakage endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of Lessee's personal property, fixtures, equipment and tenant improvements.

8.4 **Property Insurance—Lessor.** Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Office Building Project improvements, but not Lessee's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, utilizing Insurance Services Office standard form, or equivalent, and providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as Lessor deems advisable or may be required by a lender having a lien on the Office Building Project. In addition, Lessor shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Lessor, and which insurance shall also cover all Operating Expenses for said period. Lessee will not be named in any such policies carried by Lessor and shall have no right to any proceeds therefrom. The policies required by these paragraphs 8.2 and 8.4 shall contain such deductibles as Lessor or the aforesaid lender may determine. In the event that the Premises shall suffer an insured loss as defined in paragraph 9.1(f) hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies carried by Lessor. Lessee shall pay the entirety of any increase in the property insurance premium for the Office Building Project over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Lessor's insurance carrier as being caused by the nature of Lessee's occupancy or any act or omission of Lessee.

8.5 **Insurance Policies.** Lessee shall deliver to Lessor copies of liability insurance policies required under paragraph 8.1 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals thereof.

8.6 **Waiver of Subrogation.** Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. If necessary all property insurance policies required under this Lease shall be endorsed to so provide.

8.7 **Indemnity.** Lessee shall indemnify and hold harmless Lessor and its agents, Lessor's master or ground lessor, partners and lenders, from and against any and all claims for damage to the person or property of anyone or any entity arising from Lessee's use of the Office Building Project, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or omission of Lessee, or any of Lessee's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Lessor as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in case any reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Lessor by reason of any such matter, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any property such claim in order to be so indemnified. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property of Lessee or injury to persons, in, upon or about the Office Building Project arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor. a judgement or settlement arising from

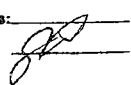
8.8 **Exemption of Lessor from Liability.** Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for loss of or damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or the Office Building Project, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Office Building Project, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Office Building Project, or of the equipment, fixtures or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible. Lessor shall not be liable for any damages arising from any act or neglect of any other lessee, occupant or user of the Office Building Project, nor from the failure of Lessor to enforce the provisions of any other lease of any other lessee of the Office Building Project. \*\*

8.9 **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified in this paragraph 8 are adequate to cover Lessee's property or obligations under this Lease.

## 9. Damage or Destruction.

### 9.1 Definitions.

- (a) "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.
- (b) "Premises Building Partial Damage" shall mean if the Building of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the building.
- (c) "Premises Building Total Destruction" shall mean if the Building of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Building.
- (d) "Office Building Project Buildings" shall mean all of the buildings on the Office Building Project site.
- (e) "Office Building Project Buildings Total Destruction" shall mean if the Office Building Project Buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Office Building Project Buildings.
- (f) "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 8. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.
- (g) "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by lessees, other than those installed by Lessor at Lessee's expense.

\*it is agreed that Lessee's obligation to maintain liability insurance may be satisfied in full by submitting evidence of a formal program of liability self insurance providing the coverage and limits required hereunder. Initials: 

## 9.2 Premises Damage; Premises Building Partial Damage.

(a) Insured Loss: Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of either Premises Damage or Premises Building Partial Damage, then Lessor shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Lessor's expense, repair such damage (but not Lessee's fixtures, equipment or tenant improvements originally paid for by Lessee) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

(b) Uninsured Loss: Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), which damage prevents Lessee from making any substantial use of the Premises, Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of the date of the occurrence of such damage.

9.3 Premises Building Total Destruction; Office Building Project Total Destruction. Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i) Premises Building Total Destruction, or (ii) Office Building Project Total Destruction, then Lessor may at Lessor's option either (i) repair such damage or destruction as soon as reasonably possible at Lessor's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Lessee's fixtures, equipment or tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of occurrence of such damage of Lessor's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

## 9.4 Damage Near End of Term.

(a) Subject to paragraph 9.4(b), if at any time during the last twelve (12) months of the term of this Lease there is substantial damage to the Premises, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within 30 days after the date of occurrence of such damage.

(b) Notwithstanding paragraph 9.4(a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Lessee duly exercises such option during said twenty (20) day period, Lessor shall, at Lessor's expense, repair such damage, but not Lessee's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said twenty (20) day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Lessee of Lessor's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

## 9.5 Abatement of Rent; Lessee's Remedies.

(a) In the event Lessor repairs or restores the Building or Premises pursuant to the provisions of this paragraph 9, and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the rent payable hereunder (including Lessee's Share of Operating Expense Increase) for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence of Lessee, and (2) such abatement shall only be to the extent the operation and profitability of Lessee's business as operated from the Premises is adversely affected. Except for said abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Lessor shall be obligated to repair or restore the Premises or the Building under the provisions of this Paragraph 9 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Lessor shall not complete the restoration and repair within six (6) months after such occurrence, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

(c) Lessee agrees to cooperate with Lessor in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

9.6 Termination—Advance Payments. Upon termination of this Lease pursuant to this paragraph 9, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

9.7 Waiver. Lessor and Lessee waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

## 10. Real Property Taxes.

10.1 Payment of Taxes. Lessor shall pay the real property tax, as defined in paragraph 10.3, applicable to the Office Building Project subject to reimbursement by Lessee of Lessee's Share of such taxes in accordance with the provisions of paragraph 4.2, except as otherwise provided in paragraph 10.2. (See Addendum 1 Paragraph 52)

10.2 Additional Improvements. Lessee shall not be responsible for paying any increase in real property tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Office Building Project by other lessees or by Lessor for the exclusive enjoyment of any other lessee. Lessee shall, however, pay to Lessor at the time that Operating Expenses are payable under paragraph 4.2(c) the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Lessee or at Lessee's request.

10.3 Definition of "Real Property Tax". As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Office Building Project or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Office Building Project or in any portion thereof, as against Lessor's right to rent or other income therefrom, and as against Lessor's business of leasing the Office Building Project. The term "real property tax" shall also include any tax, fee, income therefrom, and as against Lessor's business of leasing the Office Building Project. The term "real property tax" or (ii) which is imposed for a levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax," or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iv) which is imposed as a result of a change in ownership, as defined by applicable local statutes for property tax purposes, of the Office Building Project or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such change of ownership, or (v) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof.

10.4 Joint Assessment. If the improvements or property, the taxes for which are to be paid separately by Lessee under paragraph 10.2 or 10.5 are not separately assessed, Lessee's portion of that tax shall be equitably determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information (which may include the cost of construction) as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

## 10.5 Personal Property Taxes.

(a) Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere.

(b) If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay to Lessor the taxes attributable to Lessee within ten (10) days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

## 11. Utilities.

11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, and janitorial service as reasonably required, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures.

11.2 Services Exclusive to Lessee. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If any such services are not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises in the Building.

11.3 Hours of Service. Said services and utilities shall be provided during generally accepted business days and hours or such other days or hours as may hereafter be set forth. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof. (See Addendum 1 Paragraph 55)

Initials: \_\_\_\_\_

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security services, over standard office usage for the Office Building Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**12. Assignment and Subletting. (SEE ADDENDUM 1: PARAGRAPH 57)**

12.1 **Lessor's Consent Required.** Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessor shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a material default and breach of this Lease without the need for notice to Lessee under paragraph 13.1 "Transfer" within the meaning of this paragraph 12 shall include the transfer or transfers aggregating (a) if Lessee is a corporation, more than twenty-five percent (25%) of the voting stock of such corporation, or (b) if Lessee is a partnership, more than twenty-five percent (25%) of the profit and loss participation in such partnership.

12.2 **Lessee Affiliate.** Notwithstanding the provisions of paragraph 12.1 hereof, Lessee may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all the assets of Lessee as a going concern of the business that is being conducted on the Premises, all of which are referred to as "Lessee Affiliate"; provided that before such assignment shall be effective, (a) said assignee shall assume, in full, the obligations of Lessee under this Lease and (b) Lessor shall be given written notice of such assignment and assumption. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Lessee, the consent of whom shall not be necessary.

**12.3 Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall release Lessee of Lessee's obligations hereunder or alter the primary liability of Lessee to pay the rent and other sums due Lessor hereunder including Lessee's Share of Operating Expense Increase, and to perform all other obligations to be performed by Lessee hereunder.

(b) Lessor may accept rent from any person other than Lessee pending approval or disapproval of such assignment.

(c) Neither a delay in the approval or disapproval of such assignment or subletting, nor the acceptance of rent, shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for the breach of any of the terms or conditions of this paragraph 12 or this Lease.

(d) If Lessee's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Lessor's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof.

(e) The consent by Lessor to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Lessee or to any subsequent or successive assignment or subletting by the sublessee. However, Lessor may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Lessee or anyone else liable on the Lease or sublease and without obtaining their consent and such action shall not relieve such persons from liability under this Lease or said sublease; however, such persons shall not be responsible to the extent any such amendment or modification enlarges or increases the obligations of the Lessee or sublessee under this Lease or such sublease.

(f) In the event of any default under this Lease, Lessor may proceed directly against Lessee, any guarantors or any one else responsible for the performance of this Lease, including the sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor or Lessee.

(g) Lessor's written consent to any assignment or subletting of the Premises by Lessee shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Lessee nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated by Lessor at the time.

(h) The discovery of the fact that any financial statement relied upon by Lessor in giving its consent to an assignment or subletting was materially false shall, at Lessor's election, render Lessor's said consent null and void.

12.4 **Additional Terms and Conditions Applicable to Subletting.** Regardless of Lessor's consent, the following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all rentals and income arising from any sublease heretofore or hereafter made by Lessee, and Lessor may collect such rent and income and apply same toward Lessee's obligations under this Lease; provided, however, that until a default shall occur in the performance of Lessee's obligations under this Lease, Lessee may receive, collect and enjoy the rents accruing under such sublease. Lessor shall not, by reason of this or any other assignment of such sublease to Lessor nor by reason of the collection of the rents from a sublessee, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee under such sublease. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a default exists in the performance of Lessee's obligations under this Lease, to pay to Lessor the rents due and to become due under the sublease. Lessee agrees that such sublessee shall have the right to rely upon any such statement and request from Lessor, and that such sublessee shall pay such rents to Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Lessee to the contrary. Lessee shall have no right or claim against said sublessee or Lessor for any such rents so paid by said sublessee to Lessor.

(b) No sublease entered into by Lessee shall be effective unless and until it has been approved in writing by Lessor. In entering into any sublease, Lessee shall use only such form of sublease as is satisfactory to Lessor, and once approved by Lessor, such sublease shall not be changed or modified without Lessor's prior written consent. Any sublease shall, by reason of entering into a sublease under this Lease, be deemed, for the benefit of Lessor, to have assumed and agreed to conform and comply with each and every obligation herein to be performed by Lessee other than such obligations as are contrary to or inconsistent with provisions contained in a sublease to which Lessor has expressly consented in writing.

(c) In the event Lessee shall default in the performance of its obligations under this Lease, Lessor at its option and without any obligation to do so, may require any sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of Lessee under such sublease from the time of the exercise of said option to the termination of such sublease, provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to Lessee or for any other prior defaults of Lessee under such sublease.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) With respect to any subletting to which Lessor has consented, Lessor agrees to deliver a copy of any notice of default by Lessee to the sublessee. Such sublessee shall have the right to cure a default of Lessee within three (3) days after service of said notice of default upon such sublessee, and the sublessee shall have a right of reimbursement and offset from and against Lessee for any such defaults cured by the sublessee.

12.5 **Lessor's Expenses.** In the event Lessee shall assign or sublet the Premises or request the consent of Lessor to any assignment or subletting or if Lessee shall request the consent of Lessor for any act Lessee proposes to do then Lessee shall pay Lessor's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers' or other consultants' fees.

12.6 **Conditions to Consent.** Lessor reserves the right to condition any approval to assign or sublet upon Lessor's determination that (a) the proposed assignee or sublessee shall conduct a business on the Premises of a quality substantially equal to that of Lessee and consistent with the general character of the other occupants of the Office Building Project and not in violation of any exclusives or rights then held by other tenants, and (b) the proposed assignee or sublessee be at least as financially responsible as Lessee was expected to be at the time of the execution of this Lease or of such assignment or subletting, whichever is greater.

**13. Default; Remedies.**

13.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Lease by Lessee:

(a) The vacation or abandonment of the Premises by Lessee. Vacation of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the rent is paid.

(b) The breach by Lessee of any of the covenants, conditions or provisions of paragraphs 7.3(a), (b) or (d) (alterations), 12.1 (assignment or subletting), 13.1(a) (vacation or abandonment), 13.1(e) (insolvency), 13.1(f) (false statement), 16(a) (estoppel certificate), 30(b) (subordination), 33 (auctions), or 41.1 (easements), all of which are hereby deemed to be material, non-curable defaults without the necessity of any notice by Lessor to Lessee thereof.

(c) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Lessor to Lessee. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

\*as mutually agreed by Lessor and Lessee

\*\*as mutually agreed by both parties

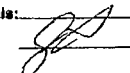
\*\*\*Except for an assignment,

© 1984 American Industrial Real Estate Association

FULL SERVICE-GROSS

\*\*\*not to exceed \$500.00 per event.

PAGE 6 OF 10 PAGES

Initials: 

(d) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee other than those referenced in subparagraphs (b) and (c), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Lessee under applicable Unlawful Detainer statutes.

(e) (i) The making by Lessee of any general arrangement or general assignment for the benefit of creditors; (ii) Lessee becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this paragraph 13.1(e) is contrary to any applicable law, such provision shall be of no force or effect.

(f) The discovery by Lessor that any financial statement given to Lessor by Lessee, or its successor in interest or by any guarantor of Lessee's obligation hereunder, was materially false.

13.2 Remedies. In the event of any material default or breach of this Lease by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of the leasing commission paid by Lessor pursuant to paragraph 15 applicable to the unexpired term of this Lease.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have vacated or abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that 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 30-day period and thereafter diligently pursues the same to completion.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Base Rent, Lessee's Share of Operating Expense Increase or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Office Building Project. Accordingly, if any installment of Base Rent, Operating Expense Increase, or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to 6% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof or the Office Building Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises or the Office Building Project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Lessee's business conducted from the Premises, Lessee shall have the option, to be exercised only in writing within thirty (30) days after Lessor shall have given Lessee written notice of this such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent and Lessee's Share of Operating Expense Increase shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Common Areas taken shall be excluded from the Common Areas usable by Lessee and no reduction of rent shall occur with respect thereto or by reason thereof. Lessor shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Lessee of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises or the Office Building Project. Any award for the taking of all or any part of the Premises or the Office Building Project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any separate award for loss of or damage to Lessee's trade fixtures, removable personal property and unamortized tenant improvements that have been paid for by Lessee. For that purpose the cost of such improvements shall be amortized over the original term of this Lease excluding any options. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

15. Broker's Fee. is Matlow-Kennedy Commercial Real Estate Services as Lessee's broker, a licensed  
broker real estate broker.

(a) The brokers involved in this transaction are as "cooperating broker,"  
as "listing broker" and  
licensed real estate brokers. A "cooperating broker" is defined as any broker other than the listing broker entitled to a share of any commission arising under this Lease. Upon execution of this Lease by both parties, Lessor shall pay to said brokers jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate agreement between Lessor and said broker(s), or in the event there is no separate agreement between Lessor and said broker(s), the sum of \$                      for brokerage services rendered by said broker(s) to Lessor in this transaction.

(b) Lessor further agrees that (i) if Lessee exercises any Option, as defined in paragraph 30.1 of this Lease, which is granted to Lessee under this Lease, or any subsequently granted option which is substantially similar to an Option granted to Lessee under this Lease, or (ii) if Lessee acquires any rights to the Premises or other premises described in this Lease which are substantially similar to what Lessee would have acquired had an Option herein granted to Lessee been exercised, or (iii) if Lessee remains in possession of the Premises after the expiration of the term of this Lease after having failed to exercise an Option, or (iv) if said broker(s) are the procuring cause of any other lease or sale entered into between the parties pertaining to the Premises and/or any adjacent property in which Lessor has an interest, or rent increases, Lessor shall pay said broker(s) a fee in accordance with the schedule of said broker(s) in effect at the time of execution of this Lease. Said fee shall be paid at the time such increased rental is determined.

(c) Lessor agrees to pay said fee not only on behalf of Lessor but also on behalf of any person, corporation, association, or other entity having an ownership interest in said real property or any part thereof, when such fee is due hereunder. Any transferee of Lessor's interest in this Lease, whether such transfer is by agreement or by operation of law, shall be deemed to have assumed Lessor's obligation under this paragraph 15. Each listing and cooperating broker shall be a third party beneficiary of the provisions of this paragraph 15 to the extent of their interest in any commission arising under this Lease and may enforce that right directly against Lessor; provided, however, that all brokers having a right to any part of such total commission shall be a necessary party to any suit with respect thereto.

(d) Lessee and Lessor each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder (other than the person(s), if any, whose names are set forth in paragraph 15(a), above) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Lessee and Lessor do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

#### 16. Estoppel Certificate.

(a) Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date

Initials: 



32.3 Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes,\* and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith with Lessor's entry due to emergency.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas without first having obtained Lessor's prior written consent. Notwithstanding anything to the contrary in this Lease, Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent. The holding of any auction on the Premises or Common Areas in violation of this paragraph shall constitute a material default of this Lease.

34. Signs. Lessee shall not place any sign upon the Premises or the Office Building Project without Lessor's prior written consent. Under no circumstances shall Lessee place a sign on any roof of the Office Building Project. (SEE ADDENDUM 1 PARAGRAPH 58)

35. Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

36. Consents. Except for paragraphs 33 (auctions) and 34 (signs) hereof, wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

37. Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Lessee under this Lease.

38. Quiet Possession. Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on all Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Lessor represent and warrant to Lessee that they are fully authorized and legally capable of executing this Lease on behalf of Lessor and that such execution is binding upon all parties holding an ownership interest in the Office Building Project.

39. Options. (SEE ADDENDUM 1 PARAGRAPH 54 AND 60)

39.1 Definition. As used in this paragraph the word "Option" has the following meaning: (1) the right or option to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (2) the option of right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other space within the Office Building Project or other property of Lessor or the right of first offer to lease other space within the Office Building Project or other property of Lessor; (3) the right or option to purchase the Premises or the Office Building Project, or the right of first refusal to purchase the Premises or the Office Building Project or the right of first offer to purchase the Premises or the Office Building Project, or the right or option to purchase other property of Lessor, or the right of first refusal to purchase other property of Lessor or the right of first offer to purchase other property of Lessor;

39.2 Options Personal. Each Option granted to Lessee in this Lease is personal to the original Lessee and may be exercised only by the original Lessee while occupying the Premises who does so without the intent of thereafter assigning this Lease or subletting the Premises or any portion thereof, and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Lessee; provided, however, that an Option may be exercised by or assigned to any Lessee Affiliate as defined in paragraph 12.2 of this Lease. The Options, if any, herein granted to Lessee are not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise.

39.3 Multiple Options. In the event that Lessee has any multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary, (i) during the time commencing from the date Lessor gives to Lessee a notice of default pursuant to paragraph 13.1(c) or 13.1(d) and continuing until the noncompliance alleged in said notice of default is cured, or (ii) during the period of time commencing on the day after a monetary obligation to Lessor is due from Lessee and unpaid (without any necessity for notice thereof to Lessee) and continuing until the obligation is paid, or (iii) in the event that Lessor has given to Lessee three or more notices of default under paragraph 13.1(c), or paragraph 13.1(d), whether or not the defaults are cured, during the 12 month period of time immediately prior to the time that Lessee attempts to exercise the subject Option, (iv) if Lessee has committed any non-curable breach, including without limitation those described in paragraph 13.1(b), or is otherwise in default of any of the terms, covenants or conditions of this Lease.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of paragraph 39.4(a).

(c) All rights of Lessee under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Lessee fails to pay to Lessor a monetary obligation of Lessee for a period of thirty (30) days after such obligation becomes due (without any necessity of Lessor to give notice thereof to Lessee), or (ii) Lessee fails to commence to cure a default specified in paragraph 13.1(d) within thirty (30) days after the date that Lessor gives notice to Lessee of such default and/or Lessee fails thereafter to diligently prosecute said cure to completion, or (iii) Lessor gives to Lessee three or more notices of default under paragraph 13.1(c), or paragraph 13.1(d), whether or not the defaults are cured, or (iv) if Lessee has committed any non-curable breach, including without limitation those described in paragraph 13.1(b), or is otherwise in default of any of the terms, covenants and conditions of this Lease.

40. Security Measures—Lessor's Reservations.

40.1 Lessee hereby acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Office Building Project. Lessee assumes all responsibility for the protection of Lessee, its agents, and invitees and the property of Lessee and of Lessee's agents and invitees from acts of third parties. Nothing herein contained shall prevent Lessor, at Lessor's sole option, from providing security protection for the Office Building Project or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses, as set forth in paragraph 4.2(b).

40.2 Lessor shall have the following rights:

(a) To change the name, address or title of the Office Building Project or building in which the Premises are located upon not less than 90 days prior written notice;

(b) To, at Lessee's expense, provide and install Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate;

(c) To permit any lessee the exclusive right to conduct any business as long as such exclusive does not conflict with any rights expressly given herein;

(d) To place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the buildings or the Office Building Project or on pole signs in the Common Areas;

40.3 Lessee shall not:

(a) Use a representation (photographic or otherwise) of the Building or the Office Building Project or their name(s) in connection with Lessee's business;

(b) Suffer or permit anyone, except in emergency, to go upon the roof of the Building.

41. Easements.

41.1 Lessor reserves to itself the right, from time to time, to grant such easements, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Lessor and failure to do so shall constitute a material default of this Lease by Lessee without the need for further notice to Lessee.

41.2 The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other, under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

\*upon 24 hours notice to Lessee

Initials: 

43. Authority. If Lessee is a corporation, trust, or general or limited partnership, Lessee, and each individual executing this Lease on behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity. If Lessee is a corporation, trust or partnership, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor evidence of such authority satisfactory to Lessor.

44. Conflict. Any conflict between the printed provisions, Exhibits or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

45. No Offer. Preparation of this Lease by Lessor or Lessor's agent and submission of same to Lessee shall not be deemed an offer to Lessee to lease. This Lease shall become binding upon Lessor and Lessee only when fully executed by both parties.

46. Lender Modification. Lessee agrees to make such reasonable modifications to this Lease as may be reasonably required by an institutional lender in connection with the obtaining of normal financing or refinancing of the Office Building Project.

47. Multiple Parties. If more than one person or entity is named as either Lessor or Lessee herein, except as otherwise expressly provided herein, the obligations of the Lessor or Lessee herein shall be the joint and several responsibility of all persons or entities named herein as such Lessor or Lessee, respectively.

48. Work Letter. This Lease is supplemented by that certain Work Letter of even date executed by Lessor and Lessee, attached hereto as Exhibit C, and incorporated herein by this reference. See Addendum 1 Paragraph 53 and Exhibit "A"

49. Attachments. Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Floor Plan
- Exhibit "B" - Rules & Regulations
- Exhibit "C" - Building Operating Costs Addendum
- Addendum #1
- Exhibit "D" - Cleaning Specifications
- Exhibit "E" - Security System Specifications

If any conflict or inconsistency exists or develops among or between the Lease and any attachment to the Lease, the following priority shall govern: 1) Addendum #1, 2) Exhibit "A", 3) Exhibit "C", 4) the Lease, and 5) Exhibit "B".

APPROVED AS TO FORM

6/23, 19 97

JOHN R. CALHOUN, City Attorney

By D. J. Guin  
DEPUTY CITY ATTORNEY

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY THE REAL ESTATE BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

LESSOR

LESSEE

FUJITA INVESTORS OF CALIFORNIA

CITY OF LONG BEACH

By PPH, A NEVADA CORPORATION  
Its AGENT

By [Signature]  
Its ASSISTANT CITY MANAGER

By [Signature]  
Its MANAGING DIRECTOR

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Executed at CARDEN GROVE  
on 6/18/97  
Address \_\_\_\_\_

Executed at \_\_\_\_\_  
on \_\_\_\_\_  
Address \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

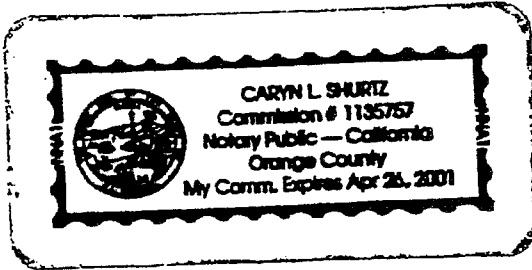
State of California

County of Orange

On June 17, 1997 before me, CAROL L. Shurtz, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John L. Pagliassotti  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Lease

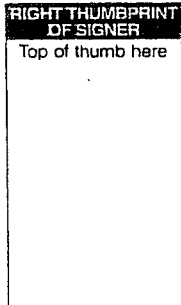
Document Date: MAY 9, 1997 Number of Pages: 29

Signer(s) Other Than Named Above: No other Signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John L. PAGLIASSOTTI

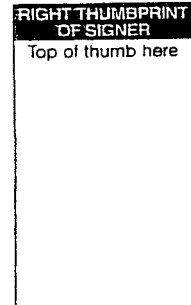
- Individual
- Corporate Officer  
Title(s): MANAGING Director
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Fujita Property  
Management

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



ADDENDUM NUMBER 1 TO LEASE  
BY AND BETWEEN  
FUJITA INVESTORS OF CALIFORNIA AS LESSOR, AND  
CITY OF LONG BEACH AS LESSEE,  
3447 ATLANTIC AVENUE, SUITES 100, 150, 160, 190, 195, 200, 220, and 300  
LONG BEACH, CA

This Addendum Number 1 to Lease shall serve to supplement and to the degree inconsistent with shall supersede, the Lease dated May 9, 1997 by and between Fujita Investors of California as Lessor and City of Long Beach as Lessee.

50. COMMENCEMENT

DATE:

The Target Commencement Date (for all space except suite 220) shall be September 1, 1997. The lease term and rent shall commence ten (10) calendar days following the date that the Tenant Improvements are Completed and the Premises are Ready for Occupancy. The terms "Completed" and "Ready for Occupancy" shall mean the date on which all of the following have occurred: (1) Selected contractor has completed the Tenant Improvements and other work that it is obligated to perform pursuant to the Work Letter Agreement, notwithstanding "punch list" items which do not interfere with use of the premises, (2) Lessor assisted by Lessee's Architect, obtains a Certificate of Occupancy for the Premises, (3) all building fire alarms, smoke detectors, exit lights, life safety equipment and other building code requirements are installed and operational on the Premises, (4) the building elevators, HVAC, utilities, plumbing service and doors and hardware for the Premises are sufficiently completed so as to enable Lessee to move in and install its furniture, fixtures, machinery and equipment in the Premises and conduct normal business operations in the Premises.

The target commencement date for suite 220 shall be sixty (60) days (or sooner depending on construction of the Premises and upon occupancy by Lessee) after Lessor delivers possession of the suite to Lessee for construction.

51. OPERATING EXPENSE:

Lessee shall pay its pro-rata share of actual increases, if any, in operating expenses and property taxes over the calendar year 1997 ("Base Year"). Said Base Year expenses will be calculated on a grossed-up basis reflecting variable operating expenses as if the building was ninety-five percent (95%) occupied and as if all systems were off warranty. Real property taxes will be calculated as if the building and parking structure are fully assessed. Lessee shall not be subject to any operating expense pass throughs for the initial twelve (12) months of the Lease. In no event, however, shall the increase of the operating expenses and real estate taxes exceed five percent (5%) on an annual basis. See Exhibit "C" for Building Operating Costs Exclusions and Lessee Audit Rights.

52. SALE OF BUILDING:

Lessee shall be granted protection from any operating expense increases attributable to any increase in property taxes on the property, building or project that arise due to a sale or other transfer of ownership interest during the initial five (5) year term.

53.

**TENANT**

**IMPROVEMENTS:**

Lessee shall receive a Tenant Improvement Allowance of twelve dollars (\$12.00) per rentable square foot. Lessor, at Lessor's sole cost and expense, shall provide Lessee with initial space planning services with one (1) revision and a pricing plan. Lessee has selected Richard Dilday of JCM Facilities Planning & Management (JCM) for architectural services and construction management. JCM's charges for initial space planning services and a pricing plan are fifteen cents (\$.15) per sq.ft. Lessor shall contract directly with JCM for such services. Construction management services (JCM), construction drawings and any and all engineering and structural drawings for the construction of the premises shall be deducted from said Tenant Improvement Allowance. Lessor, at Lessor's sole cost, shall be responsible for improving the common areas and any core and shell improvements (which shall include Lessor's demo of the existing improvements). Lessor shall be responsible for the costs associated with replacing any loose or missing weather stripping/gasketing to the exterior windows of the Premises (if any) and for inspecting and repairing any leaks or condensation occurring from the roof and/or HVAC system which affects the Premises. Any unused balance (not to exceed \$4.00 per rentable square foot) of the Tenant Improvement Allowance shall be credited towards Lessee's Base Rent in the form of fifty percent (50%) of Base Rent. The agreed upon space plan shall be bid for by three (3) general contractors. Lessee shall have the exclusive right to select the bid of its choice from the three (3) previously approved list of contractors.

In addition, Lessor, at Lessor's cost, shall repair the floor of suite 300 per the following specification: Contractor shall remove all cracked and crumbling concrete slab floor, scrape and seal, fill all cracks, patch and skin coat with "Ardex" K500, 5300 psi product.

Should Lessee require additional Tenant Improvements that exceeds the allowance specified in this section, Lessor shall grant Lessee the option to amortize an additional five dollars (\$5.00) per rentable square foot leased over the term at a ten percent (10%) per annum interest rate which shall be added to the Base Rent.

54.

**OPTION TO  
RENEW:**

Lessor hereby grants to Lessee an option (the "Option") to extend the Term of the Lease for one five (5) year period on the same terms and conditions (including an adjustment to the Base Year for operating expenses and real estate taxes to the calendar year such option commences) as set forth in this Lease, but at an adjusted rent as set forth below. The Option shall be exercised only by written notice delivered to Lessor at lease one hundred eighty days (180) days before the expiration of the Term. If Lessee fails to deliver to Lessor written notice of the exercise of the Option within the prescribed time period, such Option shall lapse, and there shall be no further right to extend the Term. The Option shall be exercisable by Lessee on the express condition that at the time of the exercise, and at all times prior to the commencement of the Option, Lessee shall not be in default under any of the provisions of this Lease. The Base Rent

shall be adjusted on the first day of the first month of the Option Term (The "Rental Adjustment Date") to the "fair market value" of the Premises, determined in the following manner:

a. Not later than one hundred (100) days prior to the Rental Adjustment Date, Lessor and Lessee shall meet in an effort to negotiate, in good faith, the fair rental value of the Premises as of such Rental Adjustment Date. If Lessor and Lessee have not agreed upon the fair rental value of the Premises at lease ninety (90) days prior to the Rental Adjustment Date, then Lessor and Lessee shall attempt to agree in good faith upon a single appraiser not later than seventy-five (75) days prior to the Rental Adjustment Date. If Lessor and Lessee are unable to agree upon a single appraiser within such time period, then Lessor and Lessee shall each appoint one appraiser not later than sixty-five (65) days prior to the Rental Adjustment Date. Within ten (10) days thereafter, the two appointed appraisers shall appoint a third appraiser. If either Lessor or Lessee fails to appoint its appraiser within the prescribed time period, the single appraiser appointed shall determine the fair rental value of the Premises. If both parties fail to appoint appraisers within the prescribed time periods, then the first appraiser thereafter selected by a party shall determine the fair rental value of the Premises. Each party shall bear the cost of its own appraiser and the parties shall share equally the cost of the single or third appraiser, if applicable. Such appraiser(s) shall work as appraisers of commercial real property in the Long Beach area and shall be members of professional organizations such as MAI or equivalent.

b. For the purposes of such appraisal, the term "fair market value" shall mean the price that a ready and willing Lessee would pay, as of the Rental Adjustment Date, as monthly rent to a ready and willing Lessor of premises comparable to the Premises if such premises were exposed for lease on the open market for a reasonable period of time. If a single appraiser is chosen, then such appraiser shall determine the fair rental value of the Premises. In no event, however, shall the Base Rent be reduced below \$1.45 per month, per rentable square foot by reason of such computation. Lessor and Lessee shall instruct the appraiser(s) to complete their determination of the fair rental value not later than thirty (30) days prior to the Rental Adjustment Date. If the fair rental value is not determined prior to the Rental Adjustment Date, then Lessee shall continue to pay to Lessor the Base Rent applicable to the Premises immediately prior to such Option, until the fair rental value is determined. When the fair rental value of the Premises is determined, Lessor shall deliver notice thereof to Lessee, and Lessee shall pay to Lessor, within ten (10) days after receipt of such notice, the difference between the Base Rent actually paid by Lessee to Lessor and the new Base Rent as determined hereunder.

In the event Lessee exercises said option, Lessor shall contribute five dollars (\$5.00) per rentable square foot to Lessee as a remodeling allowance.

55. **HVAC OPERATION:** Lessor, at Lessor's expense, shall furnish heating, ventilation and air conditioning (HVAC) for normal office usage Monday through Friday from 8:00 a.m. to 6:00 p.m., except for Lessee recognized holidays (which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and following day, Christmas Day) and on Saturday from 9:00 a.m. to 1:00 p.m. Lessor shall have HVAC system to general operating conditions by the start of normal business hours. Lessor shall provide up to fifteen (15) hours per month of after hours HVAC use with no additional charge to Lessee. Lessee shall be responsible for use of the HVAC system over and above fifteen (15) hours per month at a rate not to exceed twenty-five dollars (\$25.00) per hour.
56. **NON-DISTURBANCE AGREEMENT:** With respect to any existing or future mortgages, deeds of trust or other liens entered into by and between Lessor and any such mortgagee (collectively referred to as "Lessor's Mortgage"), Lessor shall secure and deliver to Lessee a Non-Disturbance, Subordination and Attornment Agreement from and executed by Lessor's Mortgagee for the benefit of Lessee.
57. **ASSIGNMENT OR SUBLEASE:** Lessee will have the right at any time to sublease or assign all or any portion of Lessee's Premises, and keep the profit, if any, to any related entity or affiliate of Lessee, with Lessor's written approval, which shall not be unreasonably withheld.
- In addition, Lessee will have the right to assign or sublease all or any portion of Lessee's Premises during the initial lease term and option term to any subtenant of type and quality compatible with the building, subject to Lessor's consent, which consent will not be unreasonable withheld or delayed. As a condition to Lessor's consent, Lessee shall provide financial statements and/or background to Lessor for Lessor's reasonable approval. Lessor reserves the right however, to re-capture all or any part of the premises. Any net profits derived from any assignment or sublease will be split 50/50 between Lessor and Lessee.
58. **IDENTITY:** Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center". The size and location of such signage shall be mutually agreed upon by both Lessee and Lessor and further subject to City of Long Beach regulations. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance.
59. **HAZARDOUS MATERIALS:** To the best of Lessor's knowledge and without investigation, the building is absent of the presence of hazardous materials. If required to do so by appropriate regulatory governmental agencies, Lessor, at Lessor's sole cost shall remediate any condition(s) in the building as it may relate to hazardous materials. Lessor and Lessor's successors will not hold Lessee or Lessee's assignees responsible for any environmental damage which is not attributable to Lessee or Lessee's invitees use, occupancy or presence at the leased premises.

60. **RIGHT OF FIRST REFUSAL:** Should Lessee require additional contiguous office space, Lessee shall notify Lessor of its need for additional space. After Lessee's notification to Lessor, Lessor agrees that in the event contiguous space is available, or becomes available for lease to a third party after the expiration of any lease to any existing lessee of such space, and as long as existing lessee elects to vacate such space, then Lessor shall notify Lessee of the availability of such space. Lessor shall further notify Lessee of the prevailing rental rate of said space. For a period of ten (10) business days following receipt of Lessor's written notice containing such information, Lessee shall have a one time right of First Offer To Lease such space. Rent shall commence on the earlier of Lessee's occupancy or 120 days following execution of such First Offer To Lease on the same terms and conditions as those contained in the Lease, except with respect to Base Rent and Lessee Improvement Allowance which shall be as set forth below. The applicable Base Rent shall be at the prevailing rental rate for similar space in the building as set forth in Lessor's notice. In no event shall the Base Rent for the expansion be less than the Rental Rate for space currently occupied by Lessee. The space shall be delivered to Lessee per a mutually acceptable space plan. Lessor will provide a Tenant Improvement Allowance based upon a straight line declining scale of twelve dollars (\$12.00) per rentable square foot and a sixty (60) month Lease Term. Tenant Improvement Allowance not shall be used as a rent credit. Shorter terms will adjust the Allowance accordingly.
61. **CONSENT:** In all cases where consent or approval shall be required of either Lessee or Lessor pursuant to the Lease, the giving of such consent shall not be unreasonably withheld or delayed by the party from whom such consent is required.
62. **CLEANING SERVICES:** Lessor, at Lessor's expense, shall provide during the entire term of the Lease and any option periods janitorial service to the Premises five (5) days per week befitting a similar office building. Such service shall be after normal business hours (after 7:00 p.m.) and in accordance with Exhibit "D" - Cleaning Schedule (Attached).
63. **BUILDING SECURITY:** Lessee, at Lessee's sole cost and expense, will be permitted to install its own security system for its premises subject to the approval of Lessor which shall not be unreasonably withheld. Lessor, at Lessor's sole cost, shall maintain the existing access controlled security system on the building lobby doors that shall be available for after building hours access. (see Exhibit "E" - Security System Specifications).
64. **ACCESS:** Lessee shall have access to Building and its respective parking garage seven (7) days a week, twenty four (24) hours a day.
65. **METHOD OF MEASUREMENT:** All space measurements will be computed in accordance with the American National Standard of measuring floor area in office buildings of the Building Owners and Managers Association International (ANZI Z65.1-1980 reaffirmed 1989).

66. AMERICANS WITH  
DISABILITIES ACT  
(ADA):

In the event that an appropriate governmental agency requires compliance with any A.D.A. standards to modify the building, common areas, Lessee's premises and any fixtures therein, Lessor shall at its sole cost and expense be responsible to comply, unless such request is due specifically to Lessee's use, beyond general office use, in which case Lessee will be responsible for such compliance at Lessee's sole cost and expense.

67. TELEPHONE/  
COMPUTER  
ACCESS:

Subject to provisions in Paragraph 7.3, Lessee can install and maintain its own computer equipment and telecommunications wiring and equipment in its Premises and with Lessor's consent, such consent not to be unreasonably withheld, gain access to common telephone closet(s).

68. DIRECTORY  
BOARD AND  
SUITE SIGNAGE:

Lessor, at Lessor's expense, shall furnish Lessee with one line per 1,000 rentable square feet of space leased on the building directory in the lobby of the building and suite signs. Lessee's architect shall provide a signage specification for lobby identity and directional identity from the parking area. Lessee shall have the right to install custom signage within its Premises.

69. PREMISES: Approximately 26,942 rentable square feet (RSF) as follows:

Suite 100:	Approximately 2,150 RSF
Suite 150 & 160:	Approximately 1,855 RSF
Suite 190:	Approximately 1,340 RSF
Suite 195:	Approximately 737 RSF
Suite 200:	Approximately 1,000 RSF
Suite 220:	Approximately 6,272 RSF
Suite 300:	Approximately 13,588 RSF

BY: [Signature]  
LESSEE: CITY OF LONG BEACH

ITS: ASSISTANT CITY MANAGER  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

BY: [Signature]  
LESSOR: FUJITA INVESTORS OF CALIFORNIA  
BY: FPM, A NEVADA CORPORATION AS AGENT

ITS: [Signature]  
DIRECTOR

APPROVED AS TO FORM  
6/23, 1997  
JOHN R. CALHOUN, City Attorney  
By [Signature]  
DEPUTY CITY ATTORNEY

STANDARD OFFICE LEASE  
FLOOR PLANS



To be provided by JCM Facilities Planning & Management  
as Exhibit A after said plans are approved by Lessor  
and Lessee.

EXHIBIT A

Initials: \_\_\_\_\_

*[Handwritten signature]*

# RULES AND REGULATIONS FOR STANDARD OFFICE LEASE



Dated: May 9, 1997

By and Between Fujita Investors of California ("Lessor") and City of Long Beach ("Lessee")

## GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety, reputation, or property of the Office Building Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building Project.
4. Lessee shall not keep animals or birds within the Office Building Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.
9. Lessee shall not suffer or permit any thing in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

## PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

Initials:



**EXHIBIT "C"**

Any reference to "Landlord" shall also mean "Lessor" and any reference to "Tenant" shall also mean "Lessee" hereinafter.

**BUILDING OPERATING COSTS ADDENDUM**

**PURPOSE OF ADDENDUM**

1. Landlord and Tenant acknowledge that Building Operating Costs for the Building shall be calculated in accordance with the applicable section of the Lease. This Building Operating Costs Addendum ("BOC Addendum") is attached to the Lease for the purpose of identifying those items that are to be included in as well as excluded from Building Operating Costs, as well as Tenant's right to audit. To the extent that there is any inconsistency between any other provisions of the Lease and this BOC Addendum, then in such event, the provisions of this BOC Addendum shall prevail.

**BUILDING OPERATING COST INCLUSIONS**

2. The following are costs that may be included within the computation of Building Operating Costs:

(a) all costs of managing, operating, maintaining and repairing the Building and Common Areas, including all floor, wall and window coverings and personal property, Building systems such as heat, ventilation and air conditioning systems, fire sprinkler systems, elevators, escalators, and all other mechanical or electrical systems serving the Building and Common Areas and service agreements for all such systems and equipment, but only as any such cost is consistent with that of other comparable buildings in the same metropolitan area, in which the Building is located, and including the Building's and Common Areas' share of any such costs of facilities used in common by the Building and other buildings, but excluding all costs as identified in Section 4 herein;

(b) the cost of compensation (including employment taxes, similar governmental charges and fringe benefits) with respect to all persons who perform duties in connection with the management, landscaping, janitorial, painting, window cleaning and general cleaning services, security services and any other services related to the operation, maintenance or repair of the Building and Common Areas;

(c) costs in providing rubbish and waste pickup and disposal;

(d) costs of janitorial services and window cleaning (including materials, supplies, and the rental costs of equipment and tools related to any of the foregoing) or contracts with independent third parties to provide such services or supplies;

(e) costs in providing all forms of security, but only to the extent necessary for the normal ongoing operation of the Building and Common Area and only to the extent consistent with that utilized by similar buildings in the same metropolitan area in which the Building is located;

(f) insurance premiums for property, rental value, liability and any other types of insurance carried by Landlord as required in accordance with the provisions of the Lease relating to the insurance required to be provided by the Landlord with respect to the Building and Common Areas;

(g) costs and expenses of utilities furnished to the Building and Common Areas including all costs and expenses attributable to the supply of electrical service, water and sewage service, natural gas, and other steam, heat or cooling utility charges with respect to the Building and the Common Areas;

(h) the Building's portion of charges of any easement maintained for the benefit of the Building or the Building's portion of the Common Areas;

(i) license, permit and inspection fees associated with the ongoing operation and maintenance of the Building and the Common Areas;

(j) wages, salaries, employee benefits and taxes (or an allocation of the foregoing) for personnel working full or part time in connection with only the operation, maintenance and management of the Building and of the Common Areas;

(k) the Building's portion of accounting and legal services directly attributable to the Building, but excluding all such services in connection with negotiations and disputes with specific tenants unless the matter involved affects all tenants of the Building;

(l) the Building's portion of administrative and management fees for the Building limited to the amount typically charged by independent management companies at buildings in the same metropolitan area in which the Building is located that are not receiving as part of said fees commissions on the rental of space or renewal of leases;

(m) costs of indoor and outdoor landscaping of the Building and Common Area, including the planting, replacing, and replanting of flowers, grass and bushes, and the maintenance thereof;

(n) expenses and fees (including legal fees and costs) reasonably incurred contesting the validity or applicability of any governmental enactments which affect the operation, maintenance, or repair of the Building and Common Areas; and

(o) costs of any capital improvement made to the Building which improvement reduces Building Operating Expenses, such costs to be amortized over a reasonable period and limited to the amount of actual savings realized.

#### PRORATION

3. Building Operating Costs that cover a period of time not within the Term of the Lease shall be prorated.

#### BUILDING OPERATING COSTS EXCLUSIONS

4. Subject to the items expressly allowed by Section 2 of this BOC Addendum, none of the following items shall be included in Building Operating Costs:

- (a) any expenses which under generally accepted accounting principles and practice would not be considered a normal maintenance or operating expense;
- (b) all costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as distinguished from the costs of Building operations, including, but not limited to, costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Landlord's interest in the Building and/or Common Areas, costs of any disputes between Landlord and its employees, costs of disputes of Landlord with Building management, or costs paid in connection with disputes with Tenant or any other tenants;
- (c) all costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or in renovating or redecorating vacant space, including the cost of alterations or improvements to Tenant's Premises or to the premises of any other tenant or occupant of the Building or its Common Areas;
- (d) costs incurred by Landlord for alterations or additions which are considered capital improvements and replacements under generally accepted accounting principles;
- (e) costs incurred by Landlord in connection with the construction of the Building and related facilities, the correction of defects in construction, or in the discharge of Landlord's obligations under the Workletter attached to the Lease;
- (f) cost of replacement of capital equipment;
- (g) any reserves for equipment or capital replacement;
- (h) costs of a capital nature, including, but not limited to, capital improvements, capital repairs, capital equipment, and capital tools, all as determined in accordance with generally accepted accounting principles;
- (i) any costs of any services sold or provided to tenants or other occupants for which Landlord or Managing Agent is entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rent (and escalations thereof);
- (j) expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to another tenant or occupant; (i) costs for all items and services for which Tenant reimburses Landlord or pays to third parties or which Landlord provides selectively to one or more tenants or occupants of the Building (other than Tenant) without reimbursement;

(k) depreciation and amortization;

(l) costs incurred due to violation by Landlord or Managing Agent or any tenant of the terms and conditions of any lease;

(m) payments in respect to overhead or profit to subsidiaries or affiliates of Landlord, or to any party as a result of a non-competitive selection process, for management or other services in or to the Building, or for supplies or other materials to the extent that the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with the Landlord on a competitive basis;

(n) interest on debt or amortization payments on any mortgages or deeds of trust;

(o) Landlord's or Landlord's Managing Agent's general corporate overhead and general administrative expenses;

(p) any compensation paid to clerks, attendants, concierges or other persons working in or managing commercial concessions operated by Landlord or Landlord's Managing Agent;

(q) rental payments and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building;

(r) advertising and promotional costs;

~~(s) costs incurred in owning, operating, maintaining and repairing any underground or above ground parking garage and/or any other parking facilities associated with the Building and Common Areas, including, but not limited to, any expenses for parking equipment, tickets, supplies, signage/signs, claims insurance, cleaning, resurfacing, restriping, business taxes, management fees and costs, structural maintenance, utilities, insurance of any form, real estate taxes, and the wages, salaries, employee benefits and taxes for personnel working in connection with any such parking facilities;~~

(t) repairs or other work occasioned by fire, windstorm or other casualty covered by any insurance provision in the Lease or by the exercise of the right of eminent domain;

(u) leasing commissions, attorney fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants or other occupants or prospective tenants or other occupants, or associated with the enforcement of any leases or the defense of Landlord's title to or interest in the Building or any part thereof or Common Areas or any part thereof, or legal or other professional fees incurred in connection with any Real Estate Tax proceedings;

(v) all administrative and other costs related to the Building's leasing, marketing, and construction (tenant improvement or otherwise) programs, including, but not limited to, the reasonable allocation of the wages, salaries, employee benefits and taxes for all personnel involved in the management and operations of the Building and/or in the Building's leasing, marketing, and/or construction programs, and the reasonable allocation of the Building management office expenses such as office supplies, office equipment, telephone expenses, and all other miscellaneous administrative expenses;

(w) Landlord's gross receipts taxes, personal and corporate income taxes, inheritance and estate taxes, and other business taxes and assessments, franchise, gift and transfer taxes;

(x) any real estate taxes payable by Tenant or any other tenant in the Building under the applicable provisions in their respective leases;

(y) real estate taxes allocable to the tenant improvements of Tenant or other tenants or occupants in the Building or Common Areas which are over and above the Landlord's standard tenant improvement allowance;

(z) any special assessments or taxes from any city, county, state or federal government or agency, including, but not limited to, such items as parking income taxes, metro-rail assessments, etc.;

(aa) any increase of real estate taxes and assessments due to any changes in ownership (as defined in the California Revenue and Taxation Code) including, but not limited to, the sale or any other form of transfer of title of the Building and/or Common Areas or any part thereof, or due to the transfer of title of any leases in the Building, or due to any renovation or new construction in the Building or Common Areas or related facilities;

(bb) costs of repair or replacement for any item covered by a warranty;

(cc) costs of which Landlord is reimbursed by its insurance carrier or by any tenant's insurance carrier or by any other entity;

(dd) costs of any "tap fees" or any sewer or water connection fees of the Building or Common Areas;

(ee) costs of compliance with any fire, safety or other governmental rules, regulations, laws, statutes, ordinances or requirements imposed by any governmental authority or insurance company with respect to the Building or Common Areas during the Term of the Lease;

(ff) costs associated with the installation, maintenance and removal of any signage associated with the Building, its tenants, and all related facilities and Common Areas;

(gg) any fines, costs, penalties or interest resulting from the negligence or willful misconduct of the Landlord or its agents, contractors, or employees;

FPM GARDEN GROVE

TEL:1-714-891-7831

Aug 11 '94 17:57 No.007 P.02

**SPECIFICATIONS**

**FOR**

**ATLANTIC WEST**

NIGHTLY SERVICE: FIVE (5) DAYS PER WEEK

- Dust desks, chairs and office furniture with treated dust cloths. Papers left on desk tops are not to be removed.
- Vacuum all carpets giving special attention to public and executive areas.
- Empty all waste containers and place trash in pick-up areas.
- Spot clean carpets and hard floor surfaces.
- Clean all lunch tables and counters.
- Clean counter and floor area around coffee and vending machines.
- Return furniture to neat and orderly position.
- Sweep all hard-surfaced floors with chemically treated dust mops.
- Spot clean interior partition glass.
- Empty, damp-wipe clean and dry ash trays.
- Clean glass doors.
- Spot clean doors, door frames and counters.
- Clean and polish drinking fountains.
- Sweep or clean all stairs and stairwell landings as necessary.
- Clean elevator car floors, tracks, walls and polish metal work.

WEEKLY SERVICE

- Detail vacuum all carpeted areas.
- Dust baseboards, ledges and window sills.
- Perform low dusting on chair rungs, cabinets, etc.
- Dust all counters, shelves, bookcases and file cabinets.
- Spot clean painted walls and partitions.
- Spot clean all wall switches and door facings.
- Clean entry door metal and thresholds.
- Clean lunchroom furniture and appliances.
- Replace trash can liners.

MONTHLY SERVICE

- Perform dusting of high reach areas including partition tops, door tops and air conditioning vents.
- Dust picture frames.
- Brush down or vacuum wall or ceiling vents.
- Damp wipe door jambs.
- Clean and polish executive furniture.
- Scrub and refinish all hard floors.

QUARTERLY SERVICE

- Brush or vacuum upholstered furniture.
- Wipe down plastic and leather furniture.
- Dust walls and wood paneling.



RESTROOM SERVICEDAILY SERVICE

- Empty and wipe out all wastepaper receptacles.
- Empty sanitary napkin containers and replace liner insert.
- Polish all metal and mirrors.
- Clean and disinfect all dispensers.
- Clean and disinfect wash basins, toilet bowls and urinals.
- Disinfect underside and tops of toilet seats.
- Spot-clean tile walls and toilet partitions.
- Spot-clean walls around basins.
- Mop all lavatory floors with germicidal solution.
- Refill all paper goods dispensers, including soap.

WEEKLY SERVICE

- Brush down vents.
- Wash down ceramic tile walls and toilet partitions.
- Perform high dusting.
- Pour clean water down floor drains to stop sewer gas.

MONTHLY SERVICE

- Machine scrub tile floors.

## EXHIBIT "E"

### SECURITY SYSTEM SPECIFICATIONS

#### ADT SITELINK SYSTEM OPERATION

The system is designed to restrict afterhours access to authorized card holders only. By presenting a card to the proximity reader at the lobby door, the user will gain access to the building. After entering, the doors will automatically re-lock upon closing. To exit, the tenant only needs to approach the doors. An egress motion detector will activate the doors for unlocking.

All data and programming is managed from our U.L. 24 hour monitoring center.

#### SYSTEM EQUIPMENT

- 1 - Hayes 1200 band dial-up modem
- 1 - 20 MA to RS232 converter
- 1 - American Magnetics 375 BBS w/ two-door controller
- 1 - Hughes proximity reader
- 1 - Detection systems DS-150 egress motion sensor
- 2 - Sentral hidden door contacts
- 2 - SDC 1512 magnetic locks
- 1 - Altronix power supply
- 1 - Audible device

#### SYSTEM OPERATING HOURS

Monday	1800/0600
Tuesday	1800/0600
Wednesday	1930/0600
Thursday	1800/0600
Friday	1800/0600
Saturday	24 hours
Sunday	24 hours

The system is also armed 24 hours on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day

**FIRST AMENDMENT TO STANDARD OFFICE LEASE - GROSS**

**NO. 25165**

**25165**

THIS FIRST AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("First Amendment") is made and entered into as of the 2 day of September 1997 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

**RECITALS:**

A. Lessor and Lessee entered into that certain Standard Office Lease ("Lease"), dated May 9, 1997, pertaining to space described as Suites 100, 150, 160, 190, 195, 200, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises: The existing Premises of approximately 26,942 rentable square feet ("Existing Premises") will increase to reflect an additional area which will total approximately 3,597 rentable square feet as Suite 210 (the "Expansion Premises"). The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises:	-	approximately 26,942 rentable square feet
Expansion Premises:	-	approximately <u>3,597</u> rentable square feet
Total:	-	approximately 30,539 rentable square feet

2. Commencement Date/Term: The Commencement Date for the Expansion Premises shall be ten (10) calendar days following the date the Tenant Improvements are completed and the Premises are ready for occupancy as defined in Paragraph 50 of the Addendum Number 1 to the above referenced Lease. The Lease Term for the Expansion Premises shall be coterminous with the Lease.

3. Base Rent: Lessee's Base Rent for the Expansion Premises shall be as follows:

Months 1-30:	\$4,855.95/mo.
Months 31-Expansion:	\$5,215.65/mo.

Prepaid Rent. \$4,855.95 payable within two (2) weeks after full execution of this First Amendment for first month's rent.

4. Lessee's Share of Operating Expense Increase: Effective on the Commencement Date of the Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 83.89%.

5. Vehicle Parking: Effective on the execution of this First Amendment, Lessee shall be entitled to use an additional 12 parking spaces as follows under the same terms and conditions of the Lease:

- 8 additional covered secured parking stalls
- 4 additional surface stalls

Therefore, Lessee's total number of stalls shall be 107 as follows:

- 29 covered secured parking stalls
- 78 surface stalls

6. Tenant Improvements: Lessee shall receive the same Tenant Improvement Allowance (\$12.00 per rentable square foot) and space planning fee (\$.15 per rentable square foot) as contained in the Lease.

In addition, Lessor, at Lessor's cost, shall repair the floor in Suite 210 per the following specification: Contractor shall remove all cracked and crumbling concrete slab floor, scrape and seal, fill all cracks, patch and skin coat with "Ardex" K500,5300 psi product.

7. Miscellaneous:

a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this First Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this First Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this First Amendment and is executing this First Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LESSOR:

Fujita Investors of California

By: *John P. Parroth*

Date: 8/2/97

LESSEE:

City of Long Beach

By: *[Signature]*

Date: 9/16/97

ATTEST AS TO FORM

9/11/97

*[Signature]*  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

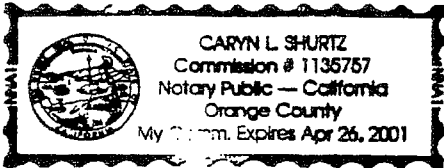
State of California

County of Orange

On 9/2/97 before me, CARYN L. Shurtz, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John L. Pagliasso Jr  
Name(s) of Signer(s)

personally known to me ~~OR~~  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) ~~on~~ the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: FIRST Amendment to STANDARD Office Lease

Document Date: 9/2/97 Number of Pages: 2

Signer(s) Other Than Named Above: NO OTHER SIGNERS.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John L. Pagliasso Jr

- Individual
- Corporate Officer  
Title(s): Managing Director
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing:

Fujita Investors of California.

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing:

**SECOND AMENDMENT TO STANDARD OFFICE LEASE - GROSS**  
**NO. 25165**

**25165**

THIS SECOND AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("Second Amendment") is made and entered into as of the 4th Day of November 1997 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

**RECITALS:**

A. Lessor and Lessee entered into that certain Standard Office Lease ("Lease"), dated May 9, 1997, and its amendments pertaining to space described as suites 100, 150, 160, 190, 195, 200, 210, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises: The existing Premises of approximately 30, 539 rentable square feet ("Existing Premises") will increase to reflect an additional area which will total approximately 479 rentable square feet as Suite 270 (the "expansion Premises"). The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises:	Approximately 30,539 rentable square feet
Expansion Premises:	Approximately 479 rentable square feet
Total:	Approximately 31,018 rentable square feet

2. Commencement Date/Term/Expiration: The Commencement Date for the Existing Premises and the Expansion Premises shall be October 27, 1997 for a five year term ending October 26, 2002.

3. Base Rent: lessee's Base Rent for the Expansion Premises shall be as follows:

Months 1 - 30:	\$646.65
Months 31 - 60:	\$694.55

Prepaid Rent. \$646.65 payable within two (2) weeks after full execution of this Second Amendment for first month's rent.

4. Lessee's Share of Operating Expense Increase: Effective on the Commencement Date of the Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 85.2%.

5. Vehicle Parking: Effective on the execution of this Second Amendment, Lessee shall be entitled to use and additional 2 parking spaces as follows under the same terms and conditions of the Lease:

2 additional surface stalls

Therefore, Lessee's total number of stalls shall be 109 as follows:

29 covered secured parking stalls
80 surface stalls

APPROVED AS TO FORM

..... 1/12, 1998  
JOHN R. CAHOUN, City Attorney

By [Signature]  
DEPUTY CITY ATTORNEY

6. Tenant Improvements: Lessee shall receive the same Tenant Improvement Allowance (\$12.00 per rentable square foot) and space planning fee (\$.15 per rentable square foot) as contained in the Lease.

7. Miscellaneous:

a) Except as modified herein, the Lease and its First Amendment is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in the Second Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this Second Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Second Amendment and is executing this Second Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

LESSOR:

Fujita Investors of California  
by: FPM, managing agent

By: [Signature]  
Its: MANAGING AGENT

Date: 12/26/97

LESSEE:

City of Long Beach

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

By: [Signature]  
Its: ASSISTANT CITY MANAGER

Date: January 26, 1998

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

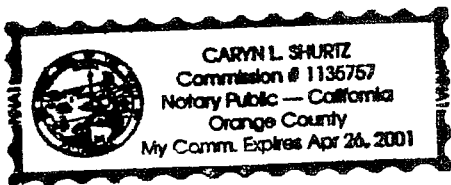
State of California

County of Orange

On 12-26-97 before me, Caryn L. Shurtz, Notary Public

personally appeared John L. Pagliassotti  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

C.L. Shurtz

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: SECOND AMENDMENT TO OFFICE LEASE

Document Date: 11-04-97 Number of Pages: 01

Signer(s) Other Than Named Above: NONE @ TIME OF NOTARIZATION

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John L. Pagliassotti

- Individual
- Corporate Officer  
Title(s): Managing Director
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
Evita Investor OF California

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of Los Angeles

On January 26, 1998 before me, LINDA C. RAMSAY, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HENRY TABOADA  
Name(s) of Signer(s)

personally known to me - ~~OR~~  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda C. Ramsay  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Second Amendment to Office Lease

Document Date: November 4, 1997 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



**THIRD AMENDMENT TO STANDARD OFFICE LEASE - GROSS**

**NO. 25165**

**25165**

THIS THIRD AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("Third Amendment") is made and entered into as of the 10<sup>th</sup> day of November, 1998 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

**RECITALS:**

A. Lessor and Lessee entered into that certain Standard Office Lease Gross ("Lease"), dated May 9, 1997, pertaining to space described as approximately 26,942 rentable square feet: Suites 100, 150, 160, 190, 195, 200, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. Lessor and Lessee entered into a First Amendment to the subject Lease on September 2, 1997 which served to expand the Premises by approximately 3,597 rentable square feet (Suite 210) ("Expansion Premises").

C. Lessor and Lessee entered into a Second Amendment to the subject Lease on November 4, 1997 which served to expand the Premises by approximately 479 rentable square feet (Suite 270). As a result of this Second Amendment, the Existing Premises totaled approximately 31,018 rentable square feet.

D. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Third Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Premises:** The existing Premises of approximately 31,018 rentable square feet ("Existing Premises" which includes both of the Expansion Premises) will increase to reflect an additional area totaling approximately 4,683 rentable square feet ("Third Expansion Premises") as follows: Suite 101 consisting of approximately 2,105 rentable square feet and Suite 260 consisting of approximately 2,578 rentable square feet. The suites are outlined in Exhibit A and Exhibit A-1. The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises (includes Expansion Premises):	approximately 31,018 rentable sq. ft.
Third Expansion Premises:	approximately <u>4,683</u> rentable sq. ft.
Total:	approximately 35,701 rentable sq. ft.

2. **Commencement Date/Term:** The Commencement Date for the Third Expansion Premises shall be ten (10) calendar days following the date the Tenant Improvements are completed and the Third Expansion Premises are ready for occupancy as defined in Paragraph 50 of the Addendum Number 1 to the above referenced Lease. The Lease Term for the Third Expansion Premises shall be coterminous with the Lease and expire October 26, 2002.

(hh) rental payments and any related costs pursuant to any ground lease of land underlying all or any portion of the Building and Common Areas;

(ii) any costs or fees that are unreasonable in view of the goods or services obtained for such costs or fees, but only to the extent that such costs exceed what is reasonable;

(jj) any costs, fees, dues, contributions or similar expenses for political, charitable, industry association or similar organizations;

(kk) any rental and any associated costs, either actual or not, for the Landlord's or Landlord's Managing Agent's management or leasing office;

(ll) any costs associated with the purchase or rental of furniture and office equipment for the Landlord's or the Managing Agent's management, security, engineering, or other offices associated with the Building and Common Areas;

(mm) any bad debt loss, rent loss, or reserves for bad debt or rent loss;

(nn) any costs incurred in connection with the ground floor or any other floor in the Building devoted to retail operations; and

(oo) all assessments and special assessments due to deed restrictions, declarations and/or owners associations which accrue against the Building and common Areas.

#### BUILDING OPERATING COSTS OCCUPANCY ADJUSTMENT

5. If the Building is not at least 95% occupied during all or a portion of any Lease Year including the Base Year, then Landlord shall make an appropriate adjustment in accordance with industry standards of the Building Operating Costs for each such Lease Year and Base Year to determine what the Building Operating Costs would have been for such year as if the Building had been 95% occupied, and the amount so determined shall be deemed to be the amount of Building Operating Costs for the year. Such adjustment shall be made by Landlord by increasing those costs included in the Building Operating Costs which according to industry practice vary based upon the level of occupancy of the Building.

#### AUDIT BY TENANT

6. Landlord shall provide to Tenant substantial detail of the calculations of the Building Operating Costs each year in accordance with the applicable provisions of the Lease. Landlord shall show by account the total operating costs for the Building and all adjustments corresponding to the requirements set forth in this BOC Addendum. Landlord shall also provide in reasonable detail the calculation of Tenant's prorata share of the Building Operating Expenses as said calculations are delineated in the Lease. Tenant shall have the right, at its own cost and expense, to audit or inspect Landlord's detailed records each year

with respect to Building Operating Costs, as well as all other additional rent payable by Tenant pursuant to the Lease for any Lease Year. Landlord shall utilize, and cause to be utilized, accounting records and procedures for each Lease Year conforming to generally accepted accounting principles with respect to all of the Building Operating Costs for such Lease Year, including without limitation, all payments for Building Operating Costs, to enable the audit or inspection by Tenant pursuant to this clause to be conducted. Pursuant to the foregoing, Landlord shall be obligated to keep such records for all Lease Years associated with this Lease until two (2) years following the termination of the Lease. Tenant shall give Landlord not less than ~~ten (10)~~ sixty (60) business days prior written notice of its intention to conduct any such audit. Landlord shall cooperate with Tenant during the course of such audit, which shall be conducted during normal business hours in Landlord's Building management office. ~~Landlord agrees to make such personnel available to Tenant as is reasonably necessary for Tenant, Tenant's employees and agents, to conduct such audit, but in no event shall such audit last more than five (5) business days in duration for each Lease Year audited.~~ Landlord shall make such records available to Tenant, Tenant's employees and agents, for inspection during normal business hours. Tenant, Tenant's employees and agents, shall be entitled to make xerographic copies of such records, provided Tenant bears the expense of such copying, and further provided that Tenant keeps such copies in a confidential manner and does not show or distribute such copies to any other third party. The results of such audit as reasonably determined shall be binding upon Landlord and Tenant. If such audit discloses that the amount paid by Tenant as Tenant's Share of Building Operating Costs, or of other additional rental payable pursuant to the Lease, has been overstated by more than three percent (3%), then, in addition to immediately repaying such overpayment to Tenant, Landlord shall also pay the reasonable costs incurred by Tenant in connection with such audit.

sixty  
(60)  
days

up to \$1,000.00

3. Base Rent: Lessee's Base Rent for the Third Expansion Premises shall be as follows:

Months 1 through May 30, 2000:	\$6,322.05/mo.
June 1, 2000 through October 26, 2002:	\$6,790.35/mo.

Prepaid Rent. \$6,322.05 for first's month's rent payable within approximately two (2) weeks after full execution of this Third Amendment.

4. Lessee's Share of Operating Expense Increase: Effective on the Commencement Date of the Third Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 100%.

5. Vehicle Parking: Effective on the execution of this Third Amendment, Lessee shall be entitled to use an additional 13 parking spaces as follows under the same terms and conditions of the Lease:

4 additional covered secured parking stalls  
9 additional surface stalls

Therefore, Lessee's total number of stalls shall be all of the Office Building Project's available parking consisting of 122 stalls as follows:

33 covered secured parking stalls  
89 surface stalls

6. Tenant Improvements: Lessee shall receive a Tenant Improvement Allowance of \$44,956.80 and a space planning fee of \$702.00 for the Third Expansion Premises.

7. Paragraph number 58 of the Standard Office Lease No. 25165 regarding Identity is deleted in its entirety and shall now read as follows:

Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center." The size and location of such signage shall be mutually agreed upon by both the Lessor and the Lessee and further subject to City of Long Beach regulations. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance.

In addition, Lessee, or a Lessor approved Sublessee, may use the existing monument sign at the corner of the property located at 3447 Atlantic adjacent to the intersection of 35th Street with the approximate dimensions of 3 foot in height, 6 foot in length and 0.5 foot in width. The monument sign may be used for the purpose of identifying the name(s) and/or logo(s) of the entity or entities occupying the Premises, or a portion of the Premises, and not for general advertising. The monument sign colors, lettering and any changes to the sign's overall design are subject to reasonable approval by Lessor. The monument sign shall be maintained at a level satisfactory to Lessor. Any and all costs for the alteration, repair, replacement and maintenance of the monument sign shall be the responsibility of the Lessee. At Lessor's sole option, and at no cost to Lessor, the Lessee may be required to restore the monument sign to its previous condition, normal wear and tear excepted, or to leave it in place "as is" at the expiration or earlier termination of the Lease between the Lessor and the Lessee.

8. Extraordinary Plumbing Malfunction:

Notwithstanding Paragraph 7.1 and 8.1 of the Lease, in the event that as a result of an extraordinary plumbing malfunctioning, in which all of the restrooms in the Premises are rendered inoperable, and Lessee is unable to utilize the Premises for its business operations for a period of more than 24 hours after notification by Lessee to Lessor of such extraordinary plumbing malfunction, then Base Rent shall be abated on a daily basis for every business day that all of the restrooms remain inoperable. In no event shall the above be applicable if the extraordinary plumbing malfunctioning is the result of Lessee's misuse of the Premises.

9. Miscellaneous:

a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this Third Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this Third Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Third Amendment and is executing this Third Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

LESSOR:

Fujita Investors of California  
FPM, Managing Agent

By:

Date:

John L. Paganotti  
12/15/98

LESSEE:

City of Long Beach,  
a Municipal corporation

By:

Date:

[Signature]  
CITY MANAGER  
Jan. 6, 1999

APPROVED AS TO FORM

12/30, 1998  
ROBERT E. SHANNON, City Attorney

By

[Signature]  
DEPUTY CITY ATTORNEY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

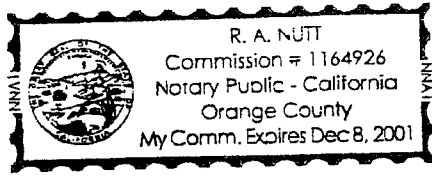
State of California }  
County of ORANGE } ss.

On 12/21/98, before me, R. A. NUTT, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN L. PABOZZA SOTTE  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

R. A. NUTT  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: TRUST AMENDMENT TO STANDARD OFFICE LOAN

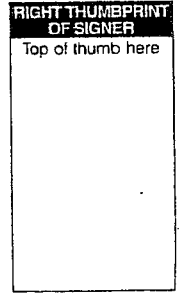
Document Date: \_\_\_\_\_ Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE NO. 25165 (the "Fourth Amendment") is made and entered into as of this 1st day of September, 2001 by and between LONG BEACH EXECUTIVE CENTER, LLC, a California limited liability company ("Lessor") and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

### RECITALS

A. Lessor's predecessor-in-interest and Tenant entered into that certain Standard Office Lease - Gross dated May 9, 1997 (the "Original Lease") as amended by that certain First Amendment to Standard Office Lease - Gross No. 25165 dated September 2, 1997 ("First Amendment"); Second Amendment to Standard Office Lease - Gross No. 25165 dated November 4, 1997 ("Second Amendment"); and Third Amendment to Standard Office Lease - Gross No. 25165 dated November 10, 1998 ("Third Amendment").

B. Lessor and Lessee desire to amend the Original Lease by amending and restating the First Amendment, Second Amendment, and Third Amendment, after which the First Amendment, Second Amendment and Third Amendment shall be of no further force and effect. The Original Lease, as amended by this Amendment is hereinafter referred to as the "Lease". The Original Lease and the Lease pertain to that certain real property located in the County of Los Angeles, State of California referred to as Suites 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California. All initial capitalized terms used in this Amendment shall have the meanings given to them in the Original Lease unless expressly provided to the contrary herein.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby agree as follows:

1. Premises. The Premises shall consist of the entire building, commonly known as 3447 Atlantic Avenue, and more specifically shall include Suite Nos. 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300. The Premises is approximately 35,701 rentable square feet, more or less.
2. Term. The Term of the original Lease is hereby extended to expire on January 31, 2008.
3. Base Rent. The Base Rent for the Premises shall be Sixty Thousand Six Hundred Ninety-One and 70/100 Dollars (\$60,691.70) per month, payable on the first day of each month. The Base Rent shall remain fixed throughout the Term of the Lease.
4. Operating Expenses. Lessee's share of the Operating Expense Increase for the Premises, as set forth in Section 1.10 of the Original Lease, shall be one hundred percent (100%). Commencing on November 1, 2002, the Base Year shall be adjusted to be the twelve (12) month period ending October 31, 2001. Notwithstanding the foregoing, to the extent Operating Expenses during the twelve (12) month period ending October 31, 2002, exceed the Operating Expenses during the twelve (12) month period ending October 31, 2001 ("2002 Increase"), Tenant shall be entitled to receive an abatement of Base Rent ("Base Year Abatement"), if any, as set forth within this Section 4. Base Rent Abatement shall be equal to any 2002 Increase divided by 12, multiplied by 61 (remaining months under the Original Lease, as amended hereby, as of January 1, 2003). Base Rent Abatement, if any, shall commence in favor of Lessee on June 1, 2003, until the date fully realized by Lessee (which date may fall on a day which shall require abatement of a partial month).

5. Improvements. Provided Lessee is not in default hereunder, Lessor hereby agrees to provide Tenant with the following:

- a) The sum of One Hundred Seventy-Eight Thousand Five Hundred Five and 00/100 Dollars (\$178,505.00) (\$5.00 per square foot) toward remodeling of the Premises and the Building ("Allowance"). Lessor and Lessee shall allocate a portion of the Allowance equal to Fifty-Three Thousand Five Hundred Fifty-One and 50/100 Dollars (\$53,551.50) toward improvements to the building entry, lobby and elevator areas as reasonably agreed to by Lessor and Lessee ("Lobby Work"). Lessor will be responsible for planning, permitting, bidding and hiring the general contractor for Lobby Work. For improvements paid through the Allowance, other than Lobby Work ("Interior Improvements"), Lessee will be responsible for planning, permitting, and bidding the Interior Improvements (to a list of at least two mutually acceptable General Contractors), but Lessor will hire the General Contractor selected by Lessee to perform the Interior Improvements, provided Lessor shall not be obligated to incur any cost associated with the Interior Improvements in excess of One Hundred Twenty-Four Thousand, Nine Hundred Fifty-Three and 50/100 Dollars (\$124,953.50). No less than twenty-one (21) days prior to commencing with any portion of the Interior Improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the Interior Improvements reasonably requested by Lessor in order to determine the specific scope and nature of the Interior Improvements.
- b) Upon completion of all or any portion of the Interior Improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursement directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) disbursement be requested during any thirty (30) day period, unless the second disbursement in such thirty (30) day period constitutes the final disbursement hereunder. All improvements referenced in this Section shall be completed on or before March 31, 2003.
- c) In addition to the Allowance, during year 2001 Lessor shall complete improvements to the exterior of the Building and the site as reasonably agreed to by Lessor and Lessee, incurring not less than \$53,551.50 in costs ("Exterior Improvements") in connection therewith. Notwithstanding the foregoing, regardless of when any portion of the Exterior Improvements commences, Lessor shall have no less than six (6) months following Lessee's execution of this Fourth Amendment to complete the Exterior Improvements. Lessor shall provide Lessee with reasonable evidence of such expenditures within sixty (60) days following completion of the Exterior Improvements; and
- d) As additional consideration for Lessee entering into this Fourth Amendment, Lessee shall receive the abatement of Base Rent, (modified pursuant to Section 3 of this Fourth Amendment), as follows: (i) Base Rent for the entire month of September 2001; (ii) a reduction in Base Rent equal to \$2,116.60 for the Base Rent applicable to the month of October 2001, so that Base Rent for such month shall equal \$58,575.10; and (iii) Base Rent for the entire month of May 2002.



6. Vehicle Parking. Lessee shall continue to have the right to all parking spaces available within the Office Building Project.

7. Identity. Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center". The size and location of such signage has been mutually agreed upon by both the Lessor and the Lessee. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance. In addition, Lessee, or a Lessor-approved sublessee, may use the existing monument sign at the corner of the property located at 3447 Atlantic adjacent to the intersection of 35<sup>th</sup> Street with the approximate dimensions of 3 feet in height, 6 feet in length and 0.5 foot in width. The monument sign may be used for the purpose of identifying the name(s) and/or logo(s) of the entity or entities occupying the Premises, or a portion of the Premises, and not for general advertising. Any changes to the sign's overall design are subject to reasonable approval by Lessor. The monument sign shall be maintained at a level satisfactory to Lessor. Any and all costs for the alteration, repair, replacement and maintenance of the monument sign shall be the responsibility of the Lessee. At Lessor's sole option, and at no cost to Lessor, the Lessee may be required to restore the monument sign to its previous condition, normal wear and tear excepted, or to leave it in place "as is" at the expiration or earlier termination of the Lease between the Lessor and the Lessee.

8. Extraordinary Plumbing Malfunction. Notwithstanding Paragraphs 7.1 and 8.1 of the Lease, in the event that as a result of an extraordinary plumbing malfunctioning, in which all of the restrooms in the Premises are rendered inoperable, and Lessee is unable to utilize the Premises for its business operations for a period of more than 24 hours after notification by Lessee to Lessor of such extraordinary plumbing malfunction, then Base Rent shall be abated on a daily basis for every business day that all of the restrooms remain inoperable. In no event shall the above be applicable if the extraordinary plumbing malfunctioning is the result of Lessee's misuse of the Premises.

9. Modification to Addendum Number 1. Sections contained within Addendum Number 1 to the Lease shall be modified as follows:

- a) 54 – Option to Renew, shall be modified deleting the last paragraph "In the event Lessee...allowance."

10. Miscellaneous.

- a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this Fourth Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.
- b) Each person signing this Fourth Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Fourth Amendment and is executing this Fourth Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

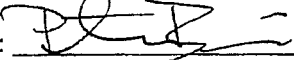
11. Effective Date of Amendment. This Fourth Amendment shall become effective on September 1, 2001.

12. Execution in Counterparts. This Fourth Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date and year first above written.

"LESSOR"

LONG BEACH EXECUTIVE CENTER, LLC,  
a California limited liability company

By: 

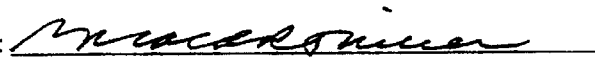
Peter F. Bowie,  
Its: Managing Member

By: 

Therese Hotvedt  
Its: Authorized Agent

"LESSEE"

CITY OF LONG BEACH,  
a municipal corporation

By: 

Gerald R. Miller

Printed Name

Its: ASSISTANT CITY MANAGER

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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

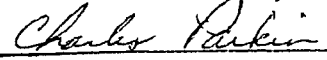
Printed Name

Its: City Manager

APPROVED AS TO FORM

9-27, 2001

ROBERT E. SHANNON, City Attorney

By: 

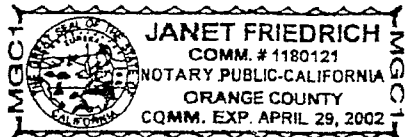
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA            )  
  )SS.  
COUNTY OF ORANGE            )

On August 27, 2001, before me, Janet Friedrich, personally appeared Peter F. Bowie and Therese Hotvedt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Janet Friedrich*



(This area for official notarial seal)

25165

FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE NO. 25165 (the "Fourth Amendment") is made and entered into as of this 1st day of September, 2001 by and between LONG BEACH EXECUTIVE CENTER, LLC, a California limited liability company ("Lessor") and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

RECITALS

A. Lessor's predecessor-in-interest and Tenant entered into that certain Standard Office Lease - Gross dated May 9, 1997 (the "Original Lease") as amended by that certain First Amendment to Standard Office Lease - Gross No. 25165 dated September 2, 1997 ("First Amendment"); Second Amendment to Standard Office Lease - Gross No. 25165 dated November 4, 1997 ("Second Amendment"); and Third Amendment to Standard Office Lease - Gross No. 25165 dated November 10, 1998 ("Third Amendment").

B. Lessor and Lessee desire to amend the Original Lease by amending and restating the First Amendment, Second Amendment, and Third Amendment, after which the First Amendment, Second Amendment and Third Amendment shall be of no further force and effect. The Original Lease, as amended by this Amendment is hereinafter referred to as the "Lease". The Original Lease and the Lease pertain to that certain real property located in the County of Los Angeles, State of California referred to as Suites 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California. All initial capitalized terms used in this Amendment shall have the meanings given to them in the Original Lease unless expressly provided to the contrary herein.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby agree as follows:

1. Premises. The Premises shall consist of the entire building, commonly known as 3447 Atlantic Avenue, and more specifically shall include Suite Nos. 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300. The Premises is approximately 35,701 rentable square feet, more or less.
2. Term. The Term of the original Lease is hereby extended to expire on January 31, 2008.
3. Base Rent. The Base Rent for the Premises shall be Sixty Thousand Six Hundred Ninety-One and 70/100 Dollars (\$60,691.70) per month, payable on the first day of each month. The Base Rent shall remain fixed throughout the Term of the Lease.
4. Operating Expenses. Lessee's share of the Operating Expense Increase for the Premises, as set forth in Section 1.10 of the Original Lease, shall be one hundred percent (100%). Commencing on November 1, 2002, the Base Year shall be adjusted to be the twelve (12) month period ending October 31, 2001. Notwithstanding the foregoing, to the extent Operating Expenses during the twelve (12) month period ending October 31, 2002, exceed the Operating Expenses during the twelve (12) month period ending October 31, 2001 ("2002 Increase"), Tenant shall be entitled to receive an abatement of Base Rent ("Base Year Abatement"), if any, as set forth within this Section 4. Base Rent Abatement shall be equal to any 2002 Increase divided by 12, multiplied by 61 (remaining months under the Original Lease, as amended hereby, as of January 1, 2003). Base Rent Abatement, if any, shall commence in favor of Lessee on June 1, 2003, until the date fully realized by Lessee (which date may fall on a day which shall require abatement of a partial month).

5. Improvements. Provided Lessee is not in default hereunder, Lessor hereby agrees to provide Tenant with the following:

- a) The sum of One Hundred Seventy-Eight Thousand Five Hundred Five and 00/100 Dollars (\$178,505.00) (\$5.00 per square foot) toward remodeling of the Premises and the Building ("Allowance"). Lessor and Lessee shall allocate a portion of the Allowance equal to Fifty-Three Thousand Five Hundred Fifty-One and 50/100 Dollars (\$53,551.50) toward improvements to the building entry, lobby and elevator areas as reasonably agreed to by Lessor and Lessee ("Lobby Work"). Lessor will be responsible for planning, permitting, bidding and hiring the general contractor for Lobby Work. For improvements paid through the Allowance, other than Lobby Work ("Interior Improvements"), Lessee will be responsible for planning, permitting, and bidding the Interior Improvements (to a list of at least two mutually acceptable General Contractors), but Lessor will hire the General Contractor selected by Lessee to perform the Interior Improvements, provided Lessor shall not be obligated to incur any cost associated with the Interior Improvements in excess of One Hundred Twenty-Four Thousand, Nine Hundred Fifty-Three and 50/100 Dollars (\$124,953.50). No less than twenty-one (21) days prior to commencing with any portion of the Interior Improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the Interior Improvements reasonably requested by Lessor in order to determine the specific scope and nature of the Interior Improvements.
- b) Upon completion of all or any portion of the Interior Improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursement directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) disbursement be requested during any thirty (30) day period, unless the second disbursement in such thirty (30) day period constitutes the final disbursement hereunder. All improvements referenced in this Section shall be completed on or before March 31, 2003.
- c) In addition to the Allowance, during year 2001 Lessor shall complete improvements to the exterior of the Building and the site as reasonably agreed to by Lessor and Lessee, incurring not less than \$53,551.50 in costs ("Exterior Improvements") in connection therewith. Notwithstanding the foregoing, regardless of when any portion of the Exterior Improvements commences, Lessor shall have no less than six (6) months following Lessee's execution of this Fourth Amendment to complete the Exterior Improvements. Lessor shall provide Lessee with reasonable evidence of such expenditures within sixty (60) days following completion of the Exterior Improvements; and
- d) As additional consideration for Lessee entering into this Fourth Amendment, Lessee shall receive the abatement of Base Rent, (modified pursuant to Section 3 of this Fourth Amendment), as follows: (i) Base Rent for the entire month of September 2001; (ii) a reduction in Base Rent equal to \$2,116.60 for the Base Rent applicable to the month of October 2001, so that Base Rent for such month shall equal \$58,575.10; and (iii) Base Rent for the entire month of May 2002.

6. Vehicle Parking. Lessee shall continue to have the right to all parking spaces available within the Office Building Project.

7. Identity. Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center". The size and location of such signage has been mutually agreed upon by both the Lessor and the Lessee. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance. In addition, Lessee, or a Lessor-approved sublessee, may use the existing monument sign at the corner of the property located at 3447 Atlantic adjacent to the intersection of 35<sup>th</sup> Street with the approximate dimensions of 3 feet in height, 6 feet in length and 0.5 foot in width. The monument sign may be used for the purpose of identifying the name(s) and/or logo(s) of the entity or entities occupying the Premises, or a portion of the Premises, and not for general advertising. Any changes to the sign's overall design are subject to reasonable approval by Lessor. The monument sign shall be maintained at a level satisfactory to Lessor. Any and all costs for the alteration, repair, replacement and maintenance of the monument sign shall be the responsibility of the Lessee. At Lessor's sole option, and at no cost to Lessor, the Lessee may be required to restore the monument sign to its previous condition, normal wear and tear excepted, or to leave it in place "as is" at the expiration or earlier termination of the Lease between the Lessor and the Lessee.

8. Extraordinary Plumbing Malfunction. Notwithstanding Paragraphs 7.1 and 8.1 of the Lease, in the event that as a result of an extraordinary plumbing malfunctioning, in which all of the restrooms in the Premises are rendered inoperable, and Lessee is unable to utilize the Premises for its business operations for a period of more than 24 hours after notification by Lessee to Lessor of such extraordinary plumbing malfunction, then Base Rent shall be abated on a daily basis for every business day that all of the restrooms remain inoperable. In no event shall the above be applicable if the extraordinary plumbing malfunctioning is the result of Lessee's misuse of the Premises.

9. Modification to Addendum Number 1. Sections contained within Addendum Number 1 to the Lease shall be modified as follows:

- a) 54 – Option to Renew, shall be modified deleting the last paragraph "In the event Lessee...allowance."

10. Miscellaneous.

- a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this Fourth Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.
- b) Each person signing this Fourth Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Fourth Amendment and is executing this Fourth Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

11. Effective Date of Amendment. This Fourth Amendment shall become effective on September 1, 2001.

12. Execution in Counterparts. This Fourth Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date and year first above written.

"LESSOR"

LONG BEACH EXECUTIVE CENTER, LLC,  
a California limited liability company

By: 

Peter F. Bowie,  
Its: Managing Member

By: 

Therese Hotvedt  
Its: Authorized Agent

"LESSEE"

CITY OF LONG BEACH,  
a municipal corporation

By: 

Gerald R. Miller

Printed Name

Its: ASSISTANT CITY MANAGER

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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

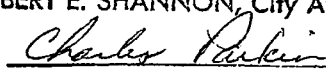
Printed Name

Its: City Manager

APPROVED AS TO FORM

9-27, 20.01

ROBERT E. SHANNON, City Attorney

By 

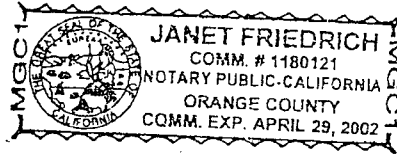
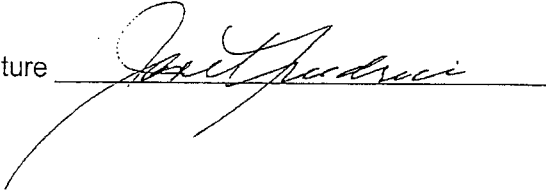
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA            )  
  )SS.  
COUNTY OF ORANGE            )

On August 27, 2001, before me, Janet Friedrich, personally appeared Peter F. Bowie and Therese Hotvedt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(This area for official notarial seal)



# 25165

## FIFTH AMENDMENT TO OFFICE LEASE

THIS FIFTH AMENDMENT TO OFFICE LEASE NO. 25165 (the "Fifth Amendment") is made and entered into as of this 10<sup>th</sup> day of SEPTEMBER, 2002, by and between WARDLOW ATLANTIC, LLC, a Delaware limited liability company ("Lessor") and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

A. Lessor's predecessor-in-interest and Tenant entered into that certain Standard Office Lease – Gross dated May 9, 1997 (the "Original Lease") as amended by that certain First Amendment to Standard Office Lease – Gross No. 25165 dated September 2, 1997 ("First Amendment"; Second amendment to Standard Office Lease – Gross No. 25165 dated November 4, 1997 ("Second Amendment"); Third Amendment to Standard Office Lease – Gross No. 25165 dated November 10, 1998 ("Third Amendment"); and Fourth Amendment to Office Lease No. 25165 dated September 1, 2001 ("Fourth Amendment").

B. Lessor and Lessee desire to amend the Original Lease as set forth below.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee have agreed to retain the services of a day porter for the Property. Lessee agrees to reimburse Lessor directly each month for the day porter service. The monthly cost of the day porter service is currently \$1,856.00.

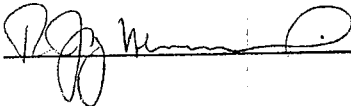
2. Lessor and Lessee have agreed that the monthly cost for the day porter service annual increase shall not exceed 5%.

3. Lessee may cancel the day porter service by providing Lessor with thirty (30) days prior written notice of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date and year first above written.

"LESSOR"

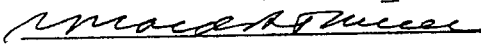
WARDLOW-ATLANTIC, LLC,  
a Delaware limited liability company

By: 

"LESSEE"

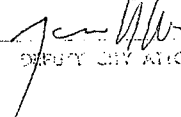
CITY OF LONG BEACH,  
a municipal corporation

ASSISTANT CITY MANAGER

By: 

APPROVED AS TO FORM

Sept 19 2002  
ROBERT E. SHANNON, City Attorney

by   
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

# 25165

## SIXTH AMENDMENT TO OFFICE LEASE

This SIXTH AMENDMENT TO OFFICE LEASE No. 25165 (hereinafter referred to as "Amendment") is made and entered into effective as of the 11<sup>th</sup> day of December, 2006, by and between WARDLOW ATLANTIC, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Lessor") and CITY OF LONG BEACH, a California municipal corporation (hereinafter referred to as "Lessee"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 14, 2006.

### RECITALS

A. Lessor's predecessor in interest, and Lessee entered into that certain Standard Office Lease-Gross dated May 9, 1997, as amended by that certain First Amendment to Standard Office Lease-Gross No. 25165 dated September 2, 1997; Second Amendment to Standard Office Lease-Gross No. 25165 dated November 4, 1997; Third Amendment to Standard Office Lease-Gross No. 25165 dated November 10, 1998; Fourth Amendment to Standard Office Lease-Gross No. 25165 dated September 1, 2001 ("Fourth Amendment"); Fifth Amendment to Standard Office Lease-Gross No. 25165 dated September 10 2002 (collectively the "Lease") whereby Lessee leased certain commercial real property located in Long Beach, California, commonly known as 3447 Atlantic Avenue, Long Beach, California (the "Premises"). All capitalized terms, unless specifically defined herein, shall have the same meaning as set forth in the Lease.

B. Lessor and Lessee desire to amend the Lease upon the terms and conditions contained herein, effective February 1, 2008.

### TERMS

1. Term. The Term of the Lease is hereby extended for a period of five (5) years commencing February 1, 2008 and expiring on January 31, 2013.

2. Base Rent. The Base Rent commencing on February 1, 2008, is hereby increased to SIXTY SEVEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND NINETY CENTS (\$67,831.90) per month. (The foregoing amount is calculated based upon \$1.90 per rentable square foot per month).

3. Leasing Inducement. Provided Lessee is not in default hereunder, notwithstanding the foregoing, the Base Rent for the months of February, March and April 2008 is hereby reduced by 50% to \$33,915.95 per month. The foregoing inducement and the allowance provided under Section 5 below are given or granted to or for the benefit of Lessee as consideration for execution and delivery of this Lease by Lessee (all such agreements, concessions, grants, payments and assumptions are collectively referred to herein as "Tenant Inducements").

4. Base Year. The Base Year is hereby amended to be the calendar year 2008 effective as of February 1, 2008. Notwithstanding anything to the contrary set forth in the Lease, Lessee shall not be liable for increases in real property taxes that result from changes in ownership of the Premises during the term of the extension described in paragraph 1 above. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60-62 or any amendments or successors statutes to those sections.

The foregoing limitation shall not apply to any change in ownership prior to the period set forth in paragraph 1 above or during any options to extend hereunder, if any.

5. HVAC Operation. Commencing February 1, 2008, the last two sentences of paragraph 55 of Addendum Number 1 to Lease No. 25165 shall be amended to read as follows:

“Lessor shall provide up to fifteen (15) hours per month of after hours HVAC use with no additional charge to Lessee. Lessee shall be responsible for use of the HVAC system **after hours** over and above fifteen (15) hours per month at a rate not to exceed **Forty-Five Dollars (\$45.00)** per hour.”

6. Additional Day Porter Services (Fifth Amendment to Lease No. 25165). Commencing February 1, 2008, the provisions of the Fifth Amendment regarding day porter services shall be amended to read as follows:

“1. Lessor, on behalf of Lessee, shall retain the services of a day porter (Exhibit A) for the Property. Lessee agrees to reimburse Lessor directly each month as additional rent for the actual cost of such services.

2. Annually, Lessor and Lessee shall review the proposed bids from qualified vendors for the day porter services and shall mutually select the vendor for contracted day porter services.

3. Lessee may cancel the day porter services by providing Lessor with thirty (30) days' prior written notice of its election to do so.”

7. Improvement Allowance. Lessee shall be entitled to a Tenant improvement allowance equal to \$178,505.00 (\$5.00 per rentable square foot) (the “Allowance”). The foregoing amount may be expended by Lessee at any time between February 1, 2008 and January 31, 2010, in accordance with the terms and conditions of this Paragraph 5. Lessee will be responsible for planning, permitting and bidding the tenant improvements (to a list of at least two (2) mutually acceptable general contractors), but Lessor will hire the general contractor selected by Lessee to perform the tenant improvements provided Lessor shall not be obligated to incur any costs associated with the tenant improvements in excess of the Allowance. Not less than twenty-one (21) days prior to commencing with any portion of the tenant improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the tenant improvements reasonably requested by Lessor in order to determine the specific scope and nature of the tenant improvements. Upon completion of all or any portion of the tenant improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursements directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) request for disbursement (“Request”) be made during any thirty (30) day period, unless the second Request in such thirty (30) day period constitutes the final disbursement hereunder. Lessor and Lessee acknowledge that a Request may contain multiple invoices, contractors and/or vendors. Lessor shall comply with the California Labor Code Section 1720 regarding the payment of prevailing wages for the foregoing tenant improvements. Lessee's bids for such work shall contemplate such requirements, if any.

8. Option to Renew. Lessor hereby grants to Lessee an option to extend the term of the Lease upon the terms and conditions set forth in paragraph 54 of the Addendum to the Lease, provided, however, that in no event shall the Base Rent be less than the Base Rent in effect prior to such option to extend and all references to the remodeling allowance as set forth in the last paragraph of Paragraph 54 are hereby deleted in their entirety.

9. Rooftop Communications Equipment. Lessee shall have the right to use a portion of the roof of the Building for purposes of the installation, use and maintenance of a microwave dish, antenna or other telecommunications equipment, subject to approval of such equipment by the City of Long Beach Building Department. The communication equipment shall be installed at no cost to the Lessor and in accordance with all applicable laws, rules and regulations. In addition, Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, costs or expenses incurred by Lessor as a result of such installation by Lessee. Lessee shall be responsible for any repairs necessitated to the roof by such installation or maintenance and shall install such equipment in a manner that has no effect on any roof warranty. Lessee shall be solely responsible for the maintenance and repair thereof, at Lessee's sole cost and expense. At the expiration or other termination of the Lease, said equipment shall remain the property of Lessee and shall be removed by Lessee, provided that Lessee shall repair any and all damage caused by such removal. Lessee shall provide Lessor with a copy of any antenna site agreement or similar license agreement to be entered into by Lessor and/or Lessee concerning such communications equipment for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide written notice to Lessor not less than thirty (30) days prior to any roof penetration to provide Lessor with adequate time to comply with any requirements of any roof warranties and Lessee shall be responsible for any roof warranties voided or adversely impacted by such installation and/or penetration.

10. Non-Discrimination Clause. Lessor agrees, subject to applicable laws, rules and regulations, that no person shall be subject to discrimination in the performance of this Lease on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, handicap, or Vietnam Era veteran status. Lessor shall take affirmative action to ensure that applicants are employed without regard to any of these bases, including but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the City of Long Beach setting out the provisions of this nondiscrimination clause. Lessor shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to these bases.

11. Brokerage Commission. Lessor and Lessee acknowledge and agree that Cushman & Wakefield of California, Inc. represents solely Lessee in this transaction. Lessor shall pay Cushman & Wakefield of California, Inc. a commission, payable one-half upon mutual execution and delivery of this Amendment by both parties and one-half on February 1, 2008. The foregoing amount is calculated as follows .025 X (base rent for the 5 year term, adjusted for the rental inducement).

12. City Council Approval and Execution of Lease Amendment. This Amendment is subject to City Council approval. Upon such approval and mutual agreement on all lease terms and conditions, Lessor shall execute and notarize this Amendment and return the documents to

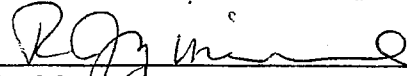
Lessee for full execution, at which time Lessee shall execute and notarize this Amendment and return the documents to Lessor.

13. Effect of Amendment. Except as set forth herein, the Lease shall continue in full force and effect as previously written.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment as of the date set forth above.

**“LESSOR”**

WARDLOW ATLANTIC, LLC,  
a Delaware Limited Liability Company

By:   
Its: Manager

Date: 12/1, 2006

**“LESSEE”**

CITY OF LONG BEACH,  
a California municipal corporation

By: 

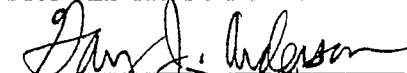
Its: GERALD R. MILLER, CITY MANAGER

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

Its: \_\_\_\_\_

Date: December 11, 2006

APPROVED AS TO FORM

  
Deputy, City attorney

Date: December 7, 2006

EXHIBIT "A"

Porter Services.

Day Porter

Frequency: 5 x per week, Monday - Friday

Hours: 10:00 AM - 3:00 PM

General Service:

Weekly:

1. Spot clean painted walls and partitions.
2. Spot clean all wall switches and door facings.
3. Empty all common area trash-cans as needed (including parking garage).
4. Sweep parking garage entry way.
5. Sweep and mop three (3) levels of common area walkways.
6. Clean exterior railing glass on rotating basis.

Monthly:

1. Damp wipe door jams.

Restroom Service:

Daily:

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace liner insert.
3. Clean and disinfect all dispensers.
4. Clean and disinfect washbasins, toilet bowls and urinals (as necessary).
5. Disinfect underside and tops of toilet seats (as necessary).
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around basins.
8. Mop all lavatory floors with germicidal solution (spot clean as needed).
9. Refill all paper goods dispensers, including soap (as needed).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

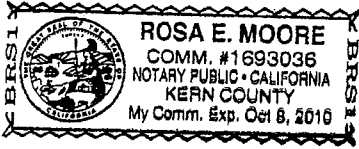
County of KERN

On 12/21/06 before me, Rosa E. Moore Notary Public  
Date Name and Title of Officer (e.g., "Jahe Doe, Notary Public")

personally appeared R. JEFFREY Hildebrand  
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rosa E. Moore  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

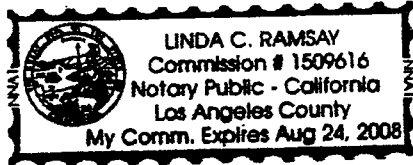
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On December 11, 2006 before me, LINDA C. RAMSAY, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared GERALD R. MILLER  
Name(s) of Signer(s)

personally known to me  
 ~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda C. Ramsay  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Sixth Amendment to Office Lease

Document Date: December 11, 2006 Number of Pages:     

Signer(s) Other Than Named Above:     

**Capacity(ies) Claimed by Signer**

Signer's Name:     

- Individual
- Corporate Officer — Title(s):
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:

Signer Is Representing:     

