

# LEASE AGREEMENT

(2000 Outlet Center Drive, Suite C220, Oxnard)

This Lease Agreement ("Agreement"), effective as of October \_\_\_\_, 2023, is made and entered into by and between the County of Ventura ("County") and MSWP The Palms, LLC, a Delaware limited liability company ("Lessor"). County and Lessor may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

1. **PROPERTY LEASED.** Lessor hereby leases to County and County hereby leases from Lessor approximately 5,848 rentable square feet of office space, commonly known as Suite C-220 (the "Premises") and located in that certain multi-tenant building commonly known and referred to as 2000 Outlet Center Drive, Oxnard, California (the "Building"). The Premises are more particularly shown on Exhibit "A," attached hereto and made a part hereof by this reference.
2. **TERM; OPTION.** The term of this Agreement ("Term") shall be sixty-one (61) months, subject to extension as provided hereinbelow and in Article 38. Said Term shall commence on the Completion Date of Tenant Improvements (as defined in Article 10) and terminate at midnight on the last day of the sixty-first (61<sup>st</sup>) month following the first day of the first full month after the Completion Date of Tenant Improvements, subject to County's Option to Extend more particularly described in Article 38. In no event shall Tenant be permitted to commence business operations in the Premises until the Completion Date of Tenant Improvements.
3. **RENT.** County shall pay to Lessor, during the first twelve (12) months of the Term of this Agreement, monthly rent of \$14,620.00. The rent is payable in advance on the first day of each and every calendar month. Beginning on the thirteenth (13<sup>th</sup>) full month of the Term of this Agreement and each annual anniversary date thereafter, the rent shall be increased by three and one-half percent (3.5%). The rent shall not deviate from this amount regardless of any discrepancies between the actual square footage and the Parties' approximated square footage of the Premises as set forth in Article 1 above. There shall be no pass through of any operating expenses from Lessor to County. County shall also pay as additional rent the amount, if any, required by Article 9. Notwithstanding the foregoing to the contrary, and provided that County is not in default under this Agreement beyond any applicable notice and cure period, the rent shall be abated during the second (2nd) month of the Term.
4. **HOLDOVER.** If County holds possession of the Premises after the expiration or earlier termination of the Term of this Agreement, or any extension thereof, with or without consent of Lessor, either expressed or implied, County shall become a tenant from month-to-month at a rental rate equal to 103.5% of the rent payable for the last month of the Term (as may be extended) of this Agreement. Such tenancy will be subject to all of the terms and conditions of this Agreement.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

GENERAL OFFICE USE/PUBLIC SERVICE: Administrative offices for Ventura County's Human Services Agency which will provide direct eligibility services to the public for programs, such as Medi-Cal health coverage and CalFresh food assistance.

County shall not use, or allow another person or entity to use, any part of the Premises for the storage, use, treatment, manufacture or sale of hazardous materials (other than ordinary office products which are incidental to the operation of its offices, such as photocopy supplies, secretarial supplies, and limited janitorial supplies). County shall comply with all reasonable and non-discriminatory rules and regulations of Lessor for the Building.

6. SIGNS. Subject to the approval of all applicable governmental authorities, the issuance of any required permit(s) therefor, and compliance with all applicable laws, all recorded covenants, conditions and restrictions affecting the Building and/or the multi-building, office and retail project of which the Building is a part, commonly known as "The Palms" (the "Project"), the Master Sign Program for the Project approved by the City of Oxnard, a copy of which is attached hereto as Exhibit "B" and made a part hereof by this reference, and the terms of this Article 6, County shall have the non-exclusive right, at County's sole cost and expense, to install one (1) sign appropriate for the identification of the Premises above the entrance to the Premises; provided the size, location, graphics and specifications of such identification sign is approved in advance by Lessor. Lessor shall not install signs on the Premises without the written consent of County.

7. ALTERATIONS BY COUNTY. During the Term of this Agreement, including any Renewal Term, County shall, upon Lessor's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) have the right, at County's sole expense, to make installations, modifications and improvements to the interior of the Premises, provided, however, that Lessor may withhold its consent, in its sole discretion, to any installations, modifications or improvements that (i) would affect or alter the basic structure of the Premises and/or Building, and/or the Building's mechanical, electrical, heating, ventilating, air-conditioning, or life safety systems, and/or (ii) would be visible from outside the Premises (collectively, the "Restricted Alterations"). All improvements, installations and modifications installed by County during the Term of this Agreement shall be considered personal property of County and County may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. If County removes any of such items, County shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the Completion Date of Tenant Improvements, normal wear and tear excepted. County shall keep Premises free from any liens arising out of any work performed on the Premises, for material furnished to Premises and/or for obligations by County.

8. PARKING. County, its agents, invitees, employees, contractors and patrons shall have use of eighteen (18) parking spaces in Lessor's paved parking area for the Project (i.e., a ratio of approximately three (3) spaces per 1,000 rentable square feet of the

Premises) (collectively, the "Parking Spaces") for the Term of this Agreement, including any Renewal Term. Notwithstanding the foregoing to the contrary, (i) sixteen (16) of the Parking Spaces shall be unreserved parking spaces provided on an unassigned, "first-come, first-serve" basis, in such visitor parking areas of the Project as may be designated by Lessor from time to time and (ii) two (2) of the Parking Spaces shall be reserved parking spaces (the "Reserved Spaces") in the approximate location of the Project's parking area as shown on Exhibit "C" attached hereto and made a part hereof by this reference. Parking shall be free of charge to County.

9. PRORATION OF RENT. If rent due under this Agreement for any calendar month should be for less than a full month, the rent amount due for that month shall be prorated on the basis of a 30-day month. County shall pay to Lessor, on a pro-rata basis, rent for the period of time, if any, between the Completion Date of Tenant Improvements and the first day of the first (1<sup>st</sup>) full calendar month of the Term.

10. CONSTRUCTION OF TENANT IMPROVEMENTS BY LESSOR. Lessor shall, at its own cost and expense, perform certain work in, and install certain improvements to the Premises (collectively, the "Tenant Improvements"), as further shown on the Pricing Plan attached hereto as Exhibit "D" and made a part hereof by this reference (the "Pricing Plan"), using Building-standard guidelines for design, permits, demolition, installation and construction; provided, however, notwithstanding anything in the Pricing Plan to the contrary: (i) Lessor shall install, at Lessor's cost, the moveable partition described in Key Note 21 of the Pricing Plan (the "Partition") subject to County's obligation to pay for \$44,000.00 of the cost of such Partition, as further set forth in Article 10(c) below; (ii) Lessor shall not install nor provide the electronic strike for key card access as set forth in Key Note 14 of the Pricing Plan (and any installation of the same by County shall be at County's sole cost, and subject to the terms and provisions of Article 7 above); (iii) Lessor shall not perform nor install those items on the Pricing Plan that are deemed to be "by the Tenant" (i.e., General Notes R, T and W, and Key Note 9), and the installation and/or performance of such items by County shall be at County's sole cost and subject to the terms and provisions of Article 7 above; (iv) Key Notes 18 and 22 of the Pricing Plan are hereby deleted in their entirety and of no further force and effect; (v) County shall, at its sole cost, provide the whips (and Lessor, as part of the Tenant Improvements work shall install said whips and provide the electrical wiring to the whip locations); and (vi) County shall, at its sole cost, install TV's and TV brackets in the Premises, subject to the terms and provisions of Article 7 above (and Lessor shall install, as part of the Tenant Improvements work, backing and power and data connections for such TV's). Lessor agrees to pursue the construction of the Tenant Improvements diligently to completion. County, at its sole cost, shall supply its own systems furniture and shall be responsible for its own telephone and computer cabling.

(a) Plans and Specs. Following the date of the mutual execution and delivery of this Agreement, Lessor shall cause to be prepared plans and specifications for the construction of the Tenant Improvements (the "Plans and Specs") in accordance with the Pricing Plan (subject to the modifications described in this Article 10 with regard to those items on the Pricing Plan that are Tenant's obligation to provide and/or install), and Lessor shall install and construct the Tenant Improvements

pursuant to the Plans and Specs. Any subsequent changes, modifications, or alterations to the Plans and Specs requested by County (and approved in writing by Lessor) shall be at the sole cost and expense of County. No changes, modifications, or alterations to the Plans and Specs shall be made without the prior written consent of Lessor, which consent may not be unreasonably withheld; provided, however, Lessor may withhold its consent, in Lessor's sole and absolute discretion, with respect to any changes, modifications, or alterations to the Plans and Specs requested by the County that may (1) result in Restricted Alterations or (2) delay the Completion Date of Tenant Improvements beyond the then-currently anticipated Completion Date of Tenant Improvements, as determined by Lessor.

(b) Completion Date of Tenant Improvements. Rent shall begin to accrue upon the "Completion Date of Tenant Improvements," which is defined as the date upon which the Tenant Improvements are substantially complete in accordance with this Article 10 (minor punch-list items excepted) and regardless of whether final inspection sign-off is issued by the City of Oxnard, and regardless of whether or not County takes possession by said date. If Lessor shall encounter any delays in causing the Tenant Improvements to be substantially complete as a result of any acts or omissions of County or County's agents, contractors, employees, licensees or invitees, including, without limitation, any changes or modifications to the Plans and Specs requested by County (collectively, the "County Delays"), then, notwithstanding anything to the contrary set forth in this Agreement and regardless of the actual Completion Date of Tenant Improvements, the Completion Date of Tenant Improvements shall be deemed to be the date the same would have occurred if no such County Delays had occurred; provided, however, to the extent there is a delay in causing the Tenant Improvements to be substantially complete as a result of change orders mutually agreed to by Lessor and Tenant ("Change Order Delay") relating to Lessor's work to install the Tenant Improvements and such Change Order Delay does not exceed five (5) business days in the aggregate ("Change Order Delay Cap"), then such Change Order Delay shall not be deemed to be a County Delay and shall extend the Completion Date of Tenant Improvements by the number of days of such Change Order Delay up to the Change Order Delay Cap.

(c) Partition Cost. Within thirty (30) days after the Completion Date of Tenant Improvements, County shall deliver to Lessor a check in the amount of \$44,000.00, which amount represents Lessor's estimate of the cost of the Partition to be installed by Lessor as part of the Tenant Improvements.

11. DELAY IN DELIVERY OF POSSESSION. If possession of the Premises is not delivered to County with the Tenant Improvements substantially complete within 365 days after the date of mutual execution and delivery of this Agreement (the "Termination Trigger Date"), then as its sole and exclusive remedy, County may terminate this Agreement without further obligation by so advising Lessor in writing thereof within ten (10) days after the Termination Trigger Date. Notwithstanding the foregoing sentence, the Termination Trigger Date shall be extended day for day for each day Lessor is delayed in delivering the Premises to County with the Tenant Improvements

substantially complete caused by (i) any County Delays, or (ii) any strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, government actions (including City of Oxnard delays in providing necessary permits), civil commotions, fire or other casualty, and other causes beyond the reasonable control of Lessor.

12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor; provided, however, in no event shall Lessor have the responsibility to insure County's personal property located in, on or about the Premises or the Building which shall be insured, or self-insured by County, for the full replacement cost of those items. County hereby assumes all risk of damage to or loss of County's personal property in, on or about the Premises, and agrees that Lessor shall not be liable for, and is hereby released from any responsibility for, any such damage or loss, unless such damage or loss is caused by Lessor's sole negligence or willful misconduct. No use except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises. County shall also maintain the insurance described in Article 39 below.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement.

14. UTILITIES. County shall pay for gas and electricity serving the Premises (including electricity that powers the heating, ventilation and air conditioning ("HVAC") system serving the Premises) and shall contract directly with, and make payments directly to, the applicable utility companies furnishing same; provided, however, to the extent that gas is not separately metered, then County shall pay directly to Lessor for the costs of gas not so separately metered provided to or used in the Premises, which costs shall be determined pursuant to a reasonable and equitable mechanism determined by Lessor for allocating the cost of consumption and use of such utilities and services in the Premises. Notwithstanding anything to the contrary in the foregoing, Lessor shall pay and contract for water, sewer and waste removal services (excluding any removal of hazardous materials, which shall be at County's sole cost and expense) serving the Premises. Lessor shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and maintenance thereof during the Term of this Agreement or any extension thereof. County shall also be responsible for the payment of its telephone and telecommunication expenses.

15. JANITORIAL SERVICES. County shall provide, at its sole cost, janitorial service to the Premises to maintain the Premises in a first-class manner consistent with the first-class nature of the Project.

16. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises to the extent set forth in Exhibit "E," attached hereto and made a part hereof by this reference, including its foundation, walls, suite demising walls, roof and floors, Premises exterior including doors and glass, the electrical system, plumbing, water and sewage disposal systems, fire sprinkler system, fire alarm system, and HVAC system (collectively,

"Systems and Equipment"), and Lessor shall provide, at its sole cost, all maintenance, repair and replacement required to be performed in connection therewith. Lessor, however, shall have no responsibility for maintenance or repair which may be required by reason of the negligence or willful misconduct of County, its agents, servants, employees, contractors, invitees or patrons. County shall, at County's sole cost, keep the non-structural improvements of the Premises, including all improvements, fixtures and furnishings therein, in good order, condition and repair during the Term. In addition, County shall maintain and repair, at its sole cost and expense, County's telecommunications systems, equipment and wiring and cabling serving the same. If County shall use, or desire to use, electricity, heating and air conditioning or any other utilities for the Premises in quantities that exceed the capacity of the equipment supplying the same to the Premises, and/or requires supplemental air conditioning units ("Supplemental AC Units") for County's servers or other equipment, then, (i) subject to applicable law, and subject to Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed, County, at County's sole cost and expense, shall install such supplemental equipment (including Supplemental AC Units) as may be reasonably required to provide such excess capacity and/or supplemental air conditioning, and (ii) County shall pay for the cost of any repair and replacement of any such supplemental equipment). In addition, if County desires to use HVAC (other than from any Supplemental AC Units) during any Overtime Hours (defined below), then County shall pay to Lessor an overtime heating, ventilation and air-conditioning charge equal to \$45.00 per hour, with a one (1) hour minimum, within thirty (30) days after receipt of invoice therefor from Lessor. As used herein, "Overtime Hours" means hours other than Monday through Friday, 7:00 a.m. to 7:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m. except for the date of observation of state holidays recognized in the state where the Project is located.

17. ENTRY BY LESSOR. Lessor may enter upon the Premises at all reasonable times with reasonable prior notice to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make pursuant to this Agreement, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted on the Premises. Notwithstanding the foregoing to the contrary, Lessor may enter the Premises at any time, without notice to County, in emergency situations and/or to perform any maintenance, repairs or services required of Lessor pursuant to this Agreement.

18. COMPLIANCE WITH LAW.

(a) Compliance with Law. County shall not do anything or suffer anything to be done in or about the Premises which will conflict with any law, statute, ordinance or other rule, directive, order, regulation or requirement of any governmental entity or governmental agency now in force or which may hereafter be enacted or promulgated. At its sole cost, County shall promptly comply with all such governmental measures and all applicable laws pertaining to County and/or its use of the Premises. If any items on the Premises or Lessor's property on which the Premises is located that are Lessor's obligation to repair (as set forth in Article 16

above) are determined to be in non-compliance with the provisions of the Occupational Safety and Health Act of 1970, or any related legislation including but not limited to California Civil Code section 55.51 et seq. and the federal Americans with Disability Act (as such non-compliance shall be determined on an unoccupied basis without regard to County's use or proposed use of the Premises, or any alterations or improvements to be completed by or for County in the Premises, or County's installation of any trade fixtures, furniture, equipment or personal property in the Premises), Lessor shall make all installations, modifications or improvements required as a result of such non-compliance; provided, however, to the extent Lessor's compliance obligations are triggered by the County's use or proposed use of the Premises, any alterations or improvements to be completed by or for County in the Premises and/or County's installation of any trade fixtures, furniture, equipment or personal property in the Premises, then County shall reimburse Lessor for the cost of such compliance within ten (10) business days after County's receipt of an invoice therefor from Lessor.

- (b) CASp. For purposes of Section 1938(a) of the California Civil Code, Lessor hereby discloses to County, and County hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code:

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

Notwithstanding the foregoing and/or anything to the contrary contained in this Agreement, Lessor and County hereby agree and acknowledge that, in the event County desires to obtain a CASp inspection, then:

- (i) County shall provide Lessor with a written request for Lessor's consent to such CASp inspection, and Lessor's consent to such request shall not be unreasonably conditioned or delayed; provided, however, that Lessor shall have the right to, among other things, select the day and time at which such inspection shall occur, and have one or more representatives of Lessor present during such inspection;

(ii) County hereby agrees and acknowledges that it shall (a) provide Lessor with a copy of any and all findings, reports and/or other materials (collectively, the "CASp Report") provided by the CASp immediately following County's receipt thereof, (b) at all times maintain (and cause to be maintained) the CASp Report and its findings (and any and all other materials related thereto) confidential and (c) pay for the CASp inspection and CASp Report, at County's sole cost and expense. If County receives a disability access inspection certificate, as described in subdivision (e) of California Civil Code Section 55.53, in connection with such or following any CASp inspection undertaken on behalf, or for the benefit, of County, then County shall cause such certificate to be provided immediately to Lessor.

(iii) If the CASp Report identifies any violation(s) of applicable construction-related accessibility standards ("CASp Violation(s)"), County shall immediately provide written notice to Lessor of any all such CASp Violation(s). In such event, Lessor shall then perform or cause to be performed, any repairs, modification and/or other work necessary to correct such CASp Violations (any such repairs, modifications and/or other work being collectively referred to herein as the "CASp Work") to the extent Lessor is required to do so as a result of such non-compliance in accordance with Article 18(a) above (subject to Lessee's reimbursement obligation as set forth in the last sentence of Article 18(a) above). Upon completion of the CASp Work, County shall, at its sole cost, obtain an updated CASp Report showing that the Premises then complies with all applicable construction-related accessibility standards. Any and all cost and expense associated with the updated CASp Report shall be at County's sole cost and expense.

Except as otherwise expressly agreed upon in writing by Lessor, Lessor has no obligation for the cost of making repairs pursuant to the CASp Report. Lessor shall have no liability to County arising out of or related to the fact that the Premises has not been inspected by a CASp, and County waives all such liability and acknowledges that County shall have no recourse against Lessor as a result of or in connection therewith.

19. ASSIGNMENT AND SUBLETTING. County shall have the right to assign this Agreement or sublet the Premises subject to the County first obtaining the written consent of Lessor, which consent shall not unreasonably be withheld. In the event that the Premises are sold during the Term of this Agreement, purchaser shall become Lessor's assignee hereunder. In such an event, all terms and conditions of this Agreement shall remain in full force and effect.

20. DEFAULT OR BREACH.

- (a) The occurrence of any of the following shall constitute a default of this Agreement by County: (i) any failure by County to pay any rent or any other charge required to be paid under this Agreement, or any part thereof, when due, where such failure continues for ten (10) days after written notice thereof from Lessor to County; or (ii) any failure by County to observe or perform any other provision, covenant or condition of this Agreement to be observed or performed by County where such failure continues for thirty (30) days following written notice thereof from Lessor to



County; provided, however, if the nature of County's failure is such that more than thirty (30) days are reasonably required in order to cure, County shall not be in default if County commences to cure such failure within such thirty (30) day period and thereafter diligently pursues the same to completion (provided further, however, in no event shall the time to cure such failure exceed one hundred twenty (120) days following such written notice from Lessor). Any such notice shall be in lieu of, and not in addition to, any notice required under any applicable laws. Upon the occurrence of any such default by County, Lessor shall have any remedy available to Lessor at law or in equity, including, but not limited to, (A) the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations), (B) the right to terminate the Agreement and recover all damages recoverable under California Civil Code Section 1951.2 (including those specifically described in California Civil Code Section 1951.2(a)(3)), and (C) the option to pursue any one or more of such remedies, each and all of which shall be cumulative and nonexclusive.

- (b) If Lessor shall fail to perform any term or provision under this Agreement required to be performed by Lessor, Lessor shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by County; provided, however, if the nature of Lessor's failure is such that more than thirty (30) days are reasonably required in order to cure, Lessor shall not be in default if Lessor commences to cure such failure within such thirty (30) day period, and thereafter diligently pursues the same to completion (provided further, however, in no event shall the time to cure such failure exceed one hundred twenty (120) days following such written notice from County). If Lessor shall fail to cure within the times permitted to cure herein, County may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages as may be available to County because of such default or breach; provided, however, in no event shall County have the right to recover any lost profits, loss of business, or other consequential damages as a result of such default.

21. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the successors and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and County, subject to compliance with the terms of Article 19.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS AND INDEMNITY.

- (a) Indemnity. County shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by County and its agents, invitees, employees, licensees, contractors or patrons under this Agreement and/or the negligence or willful misconduct of County and/or its agents, invitees, employees, licensees contractors or patrons, except to the extent caused by the negligence or willful misconduct of the Lessor or Lessor's employees or contractors and not insured or required to be insured by County under this Agreement.
- (b) Interruption of Use. Subject to Section 24(c) below, Lessor shall not be liable for damages, by abatement of rent or otherwise, for any failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, when such failure or delay, or diminution is occasioned, in whole or in part, by repairs (including repairs of any Building Systems and Equipment in the Premises that is a Lessor responsibility pursuant to Article 16), replacements or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas or water at the Building or Project after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of County or other parties, or by any other cause beyond Lessor's reasonable control. Such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of County's use and possession of the Premises or relieve County from paying Rent or performing any of its obligations under this Agreement. Furthermore, Lessor shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, County's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Agreement.
- (c) Abatement of Rent When County Is Prevented from Using Premises. If County is prevented from using, and does not use, the Premises or any portion thereof, for fifteen (15) consecutive business days in the aggregate in any 12-month consecutive period (an "Eligibility Period") as a result of (i) Lessor's failure to maintain and keep in service the existing water, gas, sewer, and electrical utility connections as necessary for distribution of such utilities to the Premises, or (ii) any failure by Lessor to perform any repairs required to be performed by Lessor under this Agreement within fifteen (15) days after Lessor has received written notice from County of the need for such repairs (or, if more than 15 days are reasonably required for such repair work, then any failure by Lessor to commence such repair work within said 15-day period, and thereafter diligently prosecute the same to completion (provided, in no event shall the period to complete any such repair work exceed 120 days), then County's obligation to pay rent shall be abated or reduced, as the case may be, from and after the first (1st) day following the Eligibility Period and continuing during such time that County continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable square feet of the portion of the Premises that County is prevented from using, and does not use, bears to the total rentable square feet

of the Premises. If County's right to abatement of rent occurs because of a Casualty pursuant to Article 25, or a condemnation pursuant to Article 26, then (A) the Eligibility Period shall not be applicable, and (B) County's abatement right in this Section 24(c) shall not be applicable, as such abatement right shall be governed by Articles 25 and 26, respectively, and not this Section 24(c).

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by any fire or other casualty ("Casualty"), then: (i) Lessor shall repair any damage to the Tenant Improvements installed in the Premises and shall return such Tenant Improvements to their original condition; (ii) Lessor shall select the contractors to perform such repair work; (iii) Lessor shall not be liable for any inconvenience or annoyance to County or its visitors, or injury to County's business resulting in any way from such damage or the repair thereof; and (iv) if the destruction or damage to the Premises is not the result of the negligence or willful misconduct of County or County's agents, employees, contractors, licensees or invitees, then all rent due under this Agreement shall be abated during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Agreement, and not occupied by County as a result thereof. If County has the right to abated rent pursuant to clause (iv) hereinabove, then County may terminate this Agreement as set forth in the next sentence, unless Lessor makes the necessary repairs within 180 days after the date of such destruction or damage (subject to day-for-day extension due to County Delays and/or Force Majeure Delays) (the "Outside Date"), rendering the Premises as suitable and serviceable as they existed the day County's occupancy of the Premises commenced (ordinary wear and tear excepted), in which event no right of termination by the County shall exist. If County has a termination right pursuant to the preceding sentence and repairs are not made by Lessor on or prior to the Outside Date, then County may terminate this Agreement effective on the Outside Date by mailing written notice to Lessor of the County's intention to terminate within 5 days after the Outside Date, in which event this Agreement shall cease and terminate as of the date of such notice (and County shall pay the Rent properly apportioned up to such date of damage, subject to any abatement as provided hereinabove); and following any such termination by County, both Parties shall thereafter be discharged of all further obligations under this Agreement, except for those obligations which expressly survive the expiration or earlier termination of this Agreement. Notwithstanding anything in this Article 25 to the contrary, Lessor may elect not to rebuild and/or restore the Premises, the Building and/or any other portion of the Project and instead terminate this Agreement by notifying County in writing of such termination within sixty (60) days after the date Lessor becomes aware of such damage, such notice to include a termination date giving County sixty (60) days to vacate the Premises, but Lessor may so elect only if the Project shall be damaged by Casualty or be subject to a condition existing as a result of such Casualty, whether or not the Premises are affected, and one or more of the following conditions is present: (A) repairs cannot reasonably be substantially completed within one hundred eighty (180) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); (B) the holder of any mortgage on the Project or ground lessor with respect to the Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; or (C) the damage or condition arising as a result of such damage is not fully covered, except

for deductible amounts, by Lessor's insurance policies. In addition, if the Premises, the Building or any portion of the Project is destroyed or damaged to any substantial extent during the last year of the Term (as may be extended), then Lessor shall have the option to terminate this Agreement by giving written notice to County of the exercise of such option within thirty (30) days after such damage, in which event this Agreement shall cease and terminate as of the date of such notice (and County shall pay the rent properly apportioned up to such date of damage, subject to any abatement as provided hereinabove). Following any such termination by Lessor pursuant to this Article 25, both Parties shall thereafter be discharged of all further obligations under this Agreement, except for those obligations which expressly survive the expiration or earlier termination of this Agreement. The provisions of this Agreement constitute an express agreement between the Parties with respect to any damage or destruction of all or any part of the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Agreement or any damage or destruction to all or any part of the Project.

26. CONDEMNATION. If a public authority under the power of eminent domain (excluding County) should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises provided such part of the Premises so taken is either (i) greater than 25% of the total rentable square feet of the Premises, or (ii) necessary for County's ability to use the Premises for use permitted under Article 5 above. If County remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the Term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of County shall belong to County, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the expiration or earlier termination of this Agreement for any reason, County shall vacate the Premises and deliver the Premises to Lessor in good order and condition with all personal property of County removed therefrom and damage from such removal repaired, at County's sole cost and expense (excepting damage by the elements, fire, earthquake, falling objects and ordinary wear and tear).

28. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by County.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the Parties hereto. Such modification may be executed by the Director of County's Public Works Agency, or another authorized representative of County.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. To Lessor:

All checks to Lessor shall be made payable to MSWP The Palms, LLC.  
Payments to Lessor shall be given or mailed to:

MSWP The Palms, LLC  
PO BOX 843779  
Los Angeles, CA 90084-3779

All notices to Lessor shall be given or mailed to:

c/o The Muller Company  
2000 Outlet Center Drive, Suite 122  
Oxnard, CA 93036  
Attn: Property Manager

with a copy to:

c/o The Muller Company  
18881 Von Karman Avenue, Suite 400  
Irvine, CA 92612  
Attn: Mr. Jon M. Muller

- B. To County: All notices to County shall be given or mailed to:

County of Ventura  
Public Works Agency  
Central Services Department  
Real Estate Services Division  
800 South Victoria Avenue, L#1600  
Ventura, CA 93009

- C. Lessor's monthly lease payment invoices, and other invoices pre-approved by County, may be sent to County via email with the following email address: PWA.Leasepayments@ventura.org. All invoices must include the address of the Premises.

34. APPROVAL BY BOARD OF SUPERVISORS. This Agreement was approved by the Board of Supervisors by action of \_\_\_\_\_, 2023 (Item No. \_\_\_\_\_).

35. ANTENNA. Subject to (i) the approval of all applicable government agencies, and (ii) County's compliance with all applicable laws, the provisions of this Article 35 and the other provisions of this Agreement, Lessor hereby agrees County shall have the non-exclusive right, at County's sole cost and expense, including payment by County of all costs associated with the Communications Equipment (as defined below) (including all permits and fees) to install one (1) telecommunication antenna on the roof of the Building (the "Antenna") and such connection equipment as is reasonably necessary to connect the Antenna to County's other machinery and equipment in the Premises (the "Connection Equipment", together with the Antenna, collectively, the "Communications Equipment") subject however, to the availability of vertical riser and feeder excess capacity, and provided the same shall not penetrate the roof of the Building or void any roof warranty for the Building. County shall, prior to installation of the Communications Equipment, or any alterations or modifications thereto, obtain Lessor's prior consent as to the size and specifications of such Communications Equipment, or such alterations or modifications thereto. The portions of the roof where the Communications Equipment is actually located shall be deemed to be a portion of Premises. County shall be responsible for the repair and maintenance of the Communications Equipment and any damage to the roof or Building caused by the Communications Equipment. County, at County's sole cost, shall install and maintain such fencing and other protective equipment on or about the Communications Equipment as Lessor may reasonably require. County shall indemnify, defend and hold Lessor harmless from and against any and all third-party claims, damages, expenses, fines, liabilities and losses arising out of County's failure to comply with the provisions of this Article 35. If County fails to comply with any of the provisions of this Article 35, County shall, within thirty (30) days after written notice from Lessor, either cure such default or remove the Communications Equipment. Prior to the expiration or termination of this Agreement, County, at its sole cost, shall be responsible for removal of the Communications Equipment and shall repair all damage to the portions of the roof and Building affected by such removal, and shall restore the same to the condition existing prior to the date of the installation of the Communications Equipment, normal wear and tear excepted. In its installation, maintenance, use, and removal of

Communications Equipment, County shall at all times (A) not cause damage to the Building or the Building's Systems and Equipment and (B) avoid interference with the operation and use of the Building, and operation of the businesses of other tenants, occupants and licensees of the Building and such tenants', occupants' and licensees' systems and equipment (including telecommunications equipment) located in or on the Building.

36. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the state of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

37. EARLY POSSESSION. County may occupy the Premises upon the Completion Date of Tenant Improvements. County may not occupy nor commence business operations in the Premises prior to the Completion Date of Tenant Improvements.

38. OPTION TO EXTEND. Provided County is not in default under this Agreement, County shall have one (1) option to extend ("Option to Extend") the initial Term of this Agreement for a five-year renewal term ("Renewal Term"), and (i) during the first year of the Renewal Term, the rental rate shall be equal to 103.5% of the rental rate in effect for the last month of the initial Term and (ii) for each year of the Renewal Term thereafter, the rental rate shall be increased annually by 3.5% on each anniversary date of the commencement of the Renewal Term. County may exercise its Option to Extend by delivering written notice of such extension to Lessor no later than one hundred twenty (120) days prior to the expiration of the then-current Term, failing which, County shall be deemed to have waived its Option to Extend. The Option to Extend is personal to the County of Ventura (and not any assignee, sublessee or other transferee of the County of Ventura's interest under this Agreement or the Premises) and shall only be exercisable when the County of Ventura is in actual physical possession of the entire Premises.

39. LIABILITY INSURANCE. County, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein, Commercial General Liability Insurance covering claims of bodily injury, personal injury and property damage arising out of County's operations, assumed liabilities or use of the Premises, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the indemnity agreements set forth in Article 24 of this Agreement. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual aggregate. The minimum limits of policies of insurance required of County under this Agreement shall in no event limit the liability of County under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, County shall furnish to Lessor, on or before the earlier of the date County occupies the Premises and the Completion Date of Tenant Improvements, and at least 10 days before the expiration date

of said policy, a Certificate of Liability Insurance, which certificate shall verify that County carries liability insurance as described above (unless County has elected to self-insure as provided hereinbelow, in which event County may provide a letter of self-insurance on or before the earlier of the date County occupies the Premises and the Completion Date of Tenant Improvements). Said certificate shall verify the following (and if County has elected to self-insure, such self-insurance shall be deemed to include and/or cover the following risks): (i) Lessor, Lessor's property manager and any other party specified by Lessor are named as additional insureds in said insurance; (ii) said insurance is issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or is otherwise reasonably acceptable to Lessor and licensed to do business in the State of California (provided, however, if County has elected to self-insure as provided in this Article 39, then this clause (ii) shall not be applicable during the period that County provides such self-insurance); (iii) said insurance (or self-insurance) covers products and completed operations coverages; (iv) such insurance (or self-insurance) shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Lessor and any mortgagee of Lessor, and (v) said insurance (or self-insurance) shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either County's or Lessor's insurance contracts, and said insurance (or self-insurance) shall provide that any insurance carried by Lessor is excess and is non-contributing with any insurance requirement of County. The insurance coverage shall contain, within the contract or by endorsement, a "broad form" of contractual liability coverage which covers contracts entered into by County, including leases, and a cross-liability endorsement or severability of interest clause reasonably acceptable to Lessor, as well as commercially reasonable deductible amounts (or, in case County elects to self-insure, such self-insurance shall insure the foregoing items with the equivalent coverage as if the County had obtained such insurance through a third-party insurer). Notwithstanding anything in this Article 39 to the contrary, County may self-insure with regard to the risks described in this Article 39 and not obtain such insurance from a third-party insurer, provided that in all instances such self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Article 39, and County hereby waives any right it may have against Lessor with respect to any damage or loss that would otherwise have been covered by the insurance coverage described in this Article 39 had the same been obtained through a third party insurer. If County shall fail to procure such insurance, or to deliver such policies or certificates of insurance (or evidence of self-insurance, as the case may be), within the time periods set forth in this Article 39, Lessor may, at its option, in addition to all of its other rights and remedies under this Agreement, procure such policies for the account of County, and the cost thereof shall be paid to Lessor as rent within thirty (30) days after invoice.

40. **BROKER.** Lessor and County hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, excepting only Radius Group Commercial Real Estate representing Lessor (the "Broker"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. Lessor shall pay the brokerage commissions owing to the Broker in connection with the transaction contemplated by this Agreement pursuant to the terms of a separate written agreement between Lessor and the Broker. Each Party agrees to indemnify, defend, protect and hold the other Party



harmless from and against any and all losses, damages, claims, expenses and liabilities with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker or agent other than the Broker.

41. WAIVER OF JURY TRIAL. If either Party commences litigation against the other for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement or any remedy hereunder, the Parties hereto agree to and hereby do waive any right to a trial by jury.

42. FORCE MAJEURE. Notwithstanding anything to the contrary contained in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, orders, declarations or restrictions (including (i) any states of emergency and quarantines imposed by a governmental entity or agency, and (ii) any government imposed shelter-in-place orders, stay at home orders and/or restrictions on travel related thereto that preclude County or Lessor, their agents, contractors or employees from accessing the Premises, as applicable), breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (A) foreseeable or unforeseeable or (B) related to the specifically enumerated events in this Article 42 (collectively, the "Force Majeure Delays") shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. If this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure Delay. Any Party claiming Force Majeure Delay shall notify the other Party in writing of such Force Majeure Delay event and may not claim more than five (5) days of retroactive days of Force Majeure Delay. Notwithstanding anything to the contrary in this Agreement, no event of Force Majeure Delay shall (1) excuse County's obligations to pay rent and other charges as and when due pursuant to this Agreement, (2) be grounds for County to abate any portion of rent due pursuant to this Agreement, or entitle either Party to terminate this Agreement, except as allowed pursuant to Articles 25 and 26 above, (3) excuse County's obligations under Article 5 above, (4) extend the time period for County to vacate the Premises following the expiration of the Term, (5) excuse Tenant's obligation to maintain the required insurance under this Agreement, or (6) extend the Term. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1511 of the California Civil Code, and hereby agrees that this Article 42 is an express provision to the contrary.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

**LESSOR:**

MSWP The Palms, LLC,  
a Delaware limited liability company

By: MSP HOLDING COMPANY, LLC,  
a Delaware limited liability company,  
Its: Sole Member

By: MSP PARENT, LLC,  
a Delaware limited liability company,  
Its: Sole Member

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

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

Its: Authorized Signatory

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

**COUNTY:**

COUNTY OF VENTURA

\_\_\_\_\_  
By: Joan Araujo, Director  
Central Services  
Public Works Agency

\_\_\_\_\_  
Date

## DEPICTION OF THE PREMISES

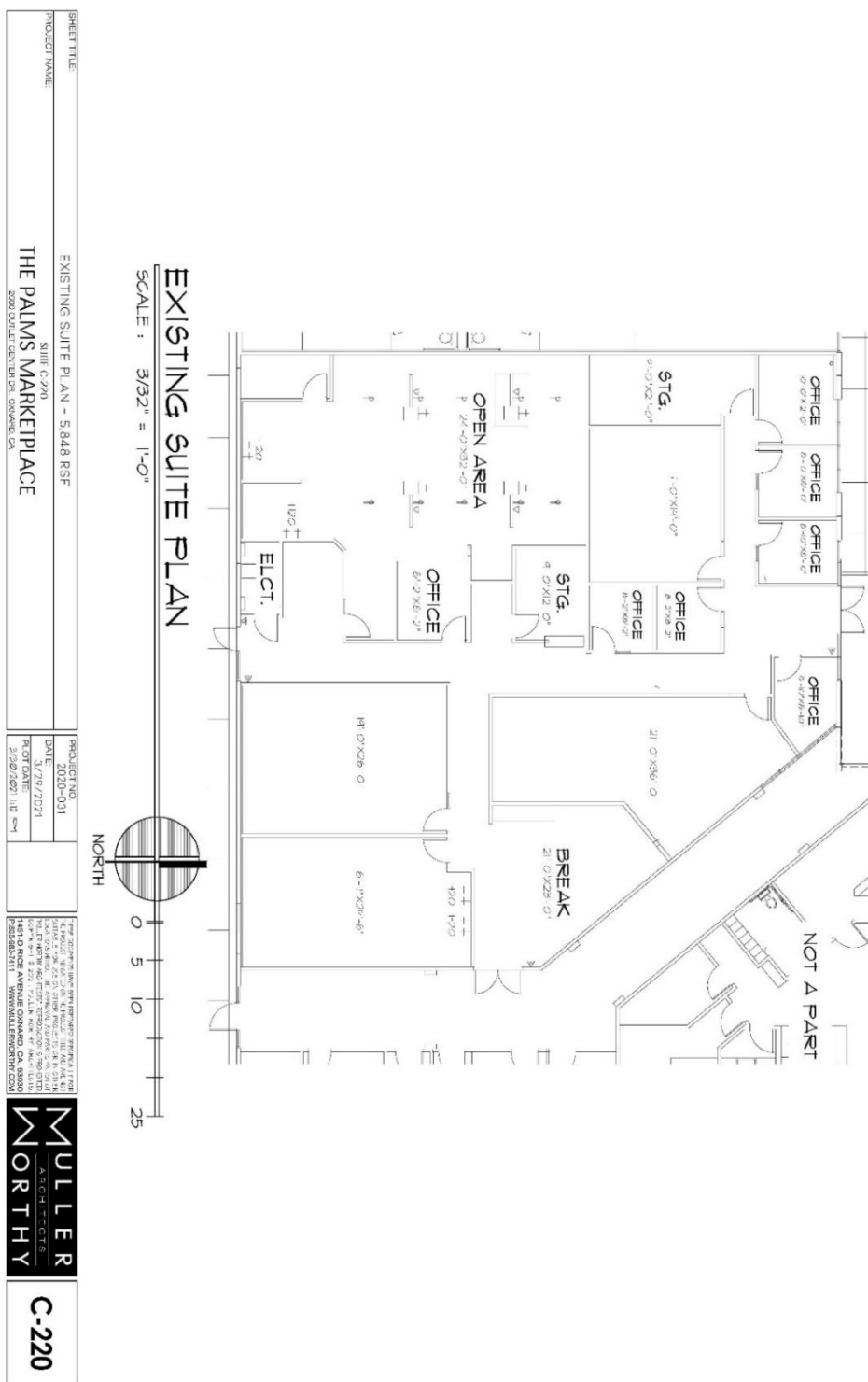


EXHIBIT "B"

CITY SIGN CRITERIA

# The Palms

## MASTER SIGN PROGRAM

Silagi Development & Management  
101 Hodencamp Rd # 200  
Thousand Oaks, CA 91360



Revised PZ 05-140-32

APPROVED,	
BY: S. Martin/LW	pass
DATE: 8/17/05	3, 24,
CITY OF OXNARD	
PLANNING	

25, 26  
28

PZ 04-140-39

APPROVED	
BY: L. Windsor (M. Miller)	
DATE: 8/12/04	
CITY OF OXNARD	
PLANNING	

Mn/Med U1505

August 6, 2004

# Palms Site Plan :

Directional Monument Locations  
3 Total (See Page 21) ①

Elevation Page

*Secondary Frontage*

North

EXISTING  
VACANT LOT

*Secondary Frontage*

*Secondary Frontage*

MN MD 05-140-32

APPROVED  
BY: *S. Marki (LW)*  
DATE: *8/17/05*  
CITY OF OXNARD  
PLANNING

*TO SUP 1505*

3

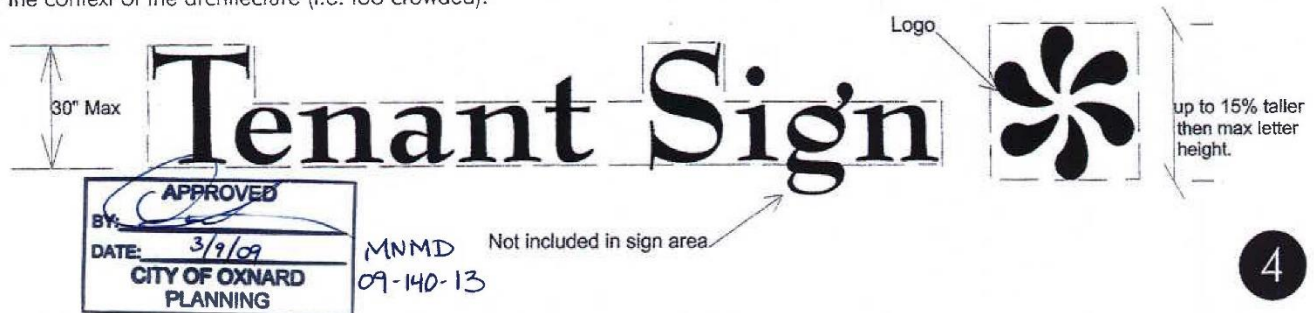
## General Size Requirements (In line Tenants):

Tenants are allowed up to 2 sq ft of sign area per linear foot of primary frontage and 1/2 sq ft of sign area per linear foot of secondary frontage. Sign areas are not transferable and can only be used on elevations from which the measurements are derived. The primary frontage is the elevation containing the public access. The secondary elevation is applicable only to those tenants having two or more exterior walls designated as sign locations. Additionally, the aggregate sign area of all signs on each elevation cannot exceed the maximums indicated on the elevation pages outlined in this criteria (pages 8 - 21). Sign length is restricted to 60% of the tenants frontage or 75 % of the architectural surface on which it is installed, whichever is less.

Sign area is determined by the aggregate total of boxes that contain all letter forms and logo (graphic elements) comprising the sign. This does not include lower case swashes, descenders, or ascenders of normal stroke width and length which are not included in the calculation ( See diagram).

Maximum letter height shall not exceed 30" as measured by the largest upper case letter in the sign. 32" letter heights may be considered on gable or tower elements, subject to landlord review. Stacked copy may have an aggregate height of up to 32" on standard soffit locations. **Governmental offices and their contractors may have an aggregate height of up to 42" on standard soffit locations.** Taller aggregate heights on towers and gables will be considered on a case by case basis. Logos may be up to 15% taller than letter height. Letters shall have returns not exceeding 5" in depth.

These represent the maximums, the landlord reserves the right to deny any submissions where these parameters are overstated in the context of the architecture (i.e. too crowded).

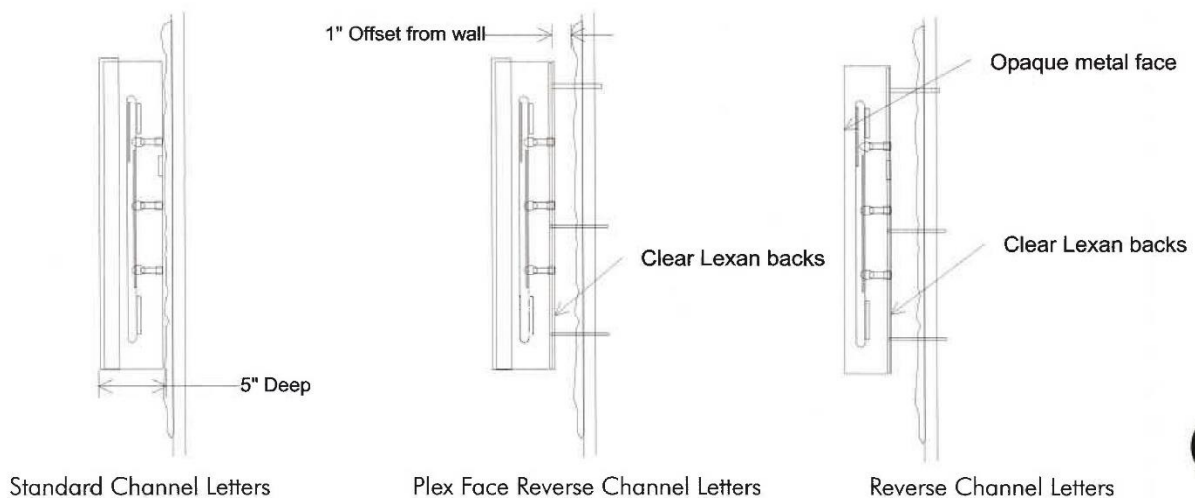


## General Fabrication Requirements:

Individual channel letters are the primary sign format for The Palms. Letters are to be constructed from Paintlok sheet metal or aluminum with 4" to 5" deep returns for standard or plex face reverse channel letters and 3" to 4" deep for reverse channel letters. Illumination to be provided by internal neon or argon tube. Double back electrodes with U.L. approved housings must be used. L.E.D's are also acceptable as a light source and may be used in smaller letters or those with smaller returns.

Tenants may choose any letter face color subject to landlord review. Letters shall be trim capped with 3/4" trim cap in color to match letter face. Returns shall be painted with an oil base or urethane paint to match the stucco color of the surface on which they are installed. This will be one of the following Dunn-Edwards colors. DE 3195 "Pieces of Gold", DE 3184 "Fool's Fossil", or DE 165 "Greinella". Field verify before painting.

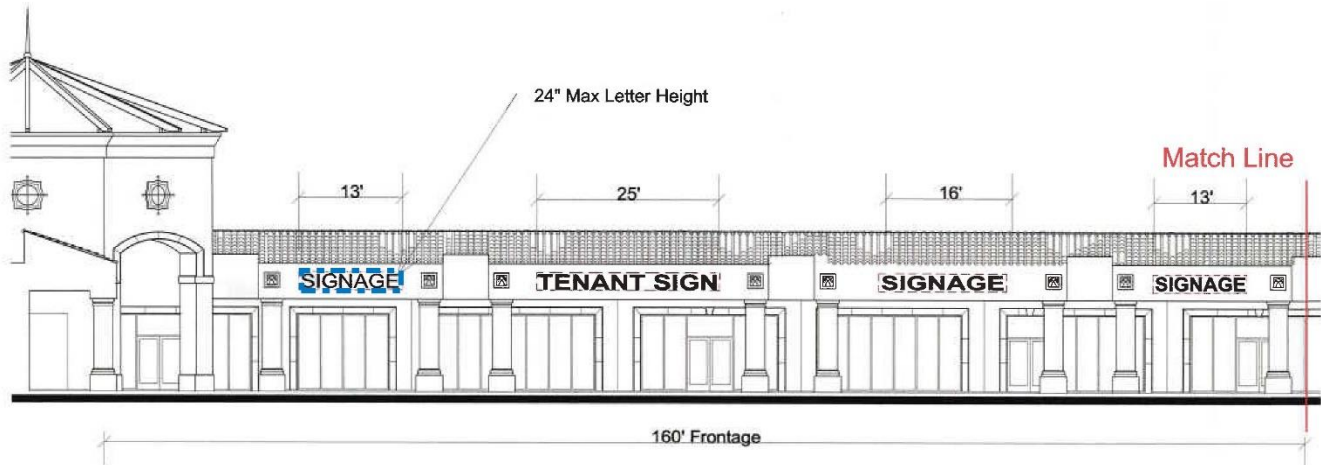
### Three Types of Channel Letters



5



## Building "C" - North Elevation:



Total Sign Area as shown = 134 sq ft. Actual sign locations determined by final leasing.  
Aggregate Sign Area for this elevation not to exceed 200 sq ft.



## Window Signage:

Tenants may install a custom script neon Open Sign in glass panel above doors as shown. No block letters will be allowed. Tenants can choose from Aqua, Coral, or White neon. Sign not to exceed 36' in Length.



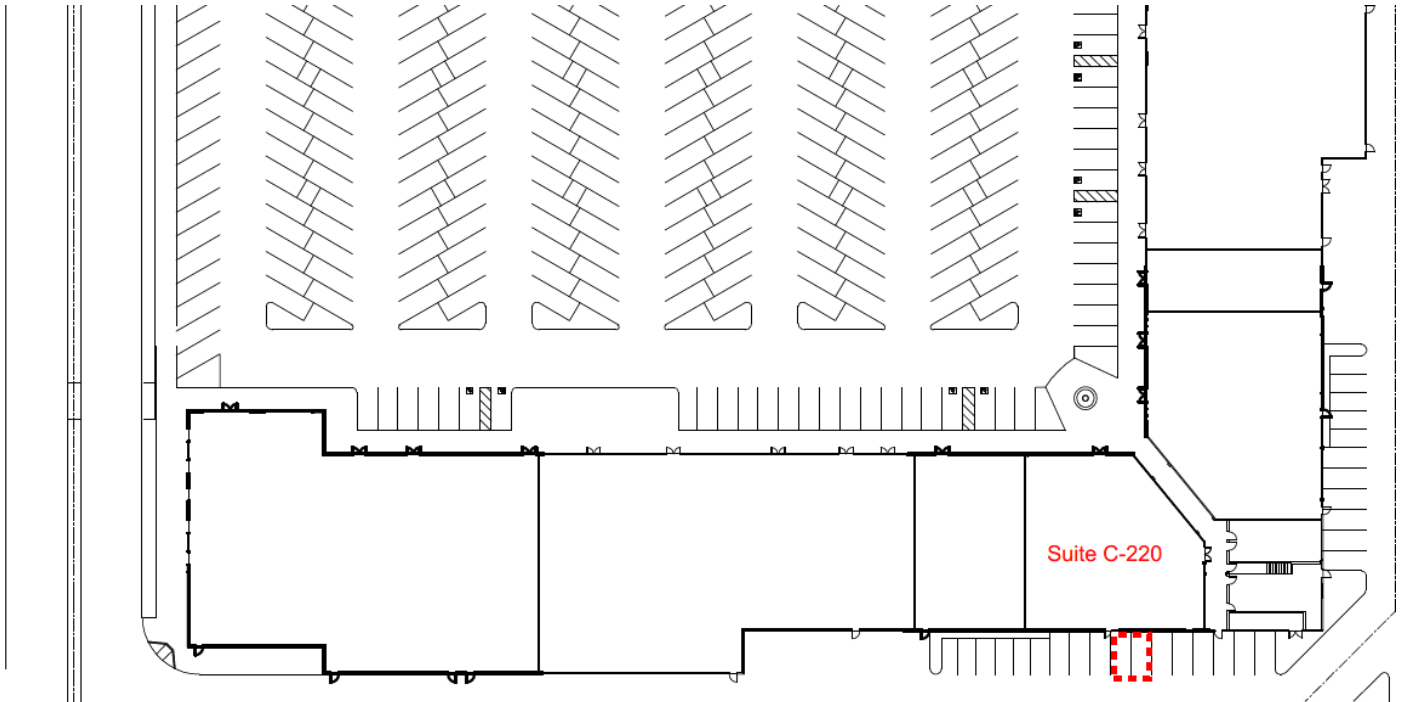
Scale : 3/8" = 12"

Tenants may put store name and/or store logo in glass doors above handle as shown above. Store hours are to be located below handle on right side door. All door signage must be cut from 2 mil high performance Ivory, Off White, or Light Beige vinyl. No permanent signage is allowed in store windows. See diagram for sign area.

23

## EXHIBIT "C"

### RESERVED PARKING SPACE MAP



**EXHIBIT “D”**

**TENANT IMPROVEMENTS**

[Attached as the following page]



**EXHIBIT "E"**

**MAINTENANCE & REPAIR SCHEDULE**

<b>NO.</b>	<b>ITEM</b>	<b>LESSOR</b>	<b>COUNTY</b>
<b>1</b>	Electrical system and conduits.	<b>X</b>	
<b>2</b>	Light switches and electrical outlets.	<b>X</b>	
<b>3</b>	Ballast and transformers for florescent lights.	<b>X</b>	
<b>4</b>	Light bulbs and/or florescent bulbs, including installation.	<b>X</b>	
<b>5</b>	Plumbing system: water, sewer, gas and other underground lines.	<b>X</b>	
<b>6</b>	Plumbing blockage within the premises or from the premises to a community line.		<b>X</b>
<b>7</b>	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders (not owned by supplier), mirrors and other restroom fixtures.	<b>X</b>	
<b>8</b>	Water heater.	<b>X</b>	
<b>9</b>	Drinking fountains	<b>N/A</b>	<b>N/A</b>
<b>10</b>	Air conditioning & heating systems, including control switches & thermostats (but County shall maintain and repair any Supplemental AC Units).	<b>X</b>	
<b>11</b>	Telephone & cable T.V. jacks.		<b>X</b>
<b>12</b>	Carpet, tile and/or linoleum.	<b>X</b>	
<b>13</b>	Interior doors, door and window hardware and locks.	<b>X</b>	
<b>14</b>	Drapes, window shades, blinds or other window covering.	<b>X</b>	
<b>15</b>	Ceiling.	<b>X</b>	
<b>16</b>	Interior walls & partitions.	<b>X</b>	

<b>17</b>	Broken window glass or door glass including plate glass windows.	<b>X</b>	
<b>18</b>	Exterior walls, roof, drains & down spouts.	<b>X</b>	
<b>19</b>	Exterior parking lot, repair & maintenance.	<b>X</b>	
<b>20</b>	Grounds landscaping, gardening and debris clean up.	<b>X</b>	
<b>21</b>	Burglar alarm system or systems.		<b>X</b>
<b>22</b>	Fire extinguishers.	<b>X</b>	
<b>23</b>	Refuse, rubbish & garbage disposal.	<b>X</b>	
<b>24</b>	Janitorial service including window washing.		<b>X</b>
<b>25</b>	Paper supplies, dispensers & waste containers in restrooms.		<b>X</b>
<b>26</b>	Pest control: exterior or common area.	<b>X</b>	
<b>27</b>	Pest control: interior.		<b>X</b>

However, it is understood and agreed that Lessor shall not be responsible for those items which require repair or maintenance due to the sole neglect or misconduct of County, its agents, employees, contractors or patrons.