

# SUBLEASE AGREEMENT

Building D3 (formerly Bldg. 435)  
370 Baldwin Road, Ojai

THIS SUBLEASE AGREEMENT ("Agreement") is made and entered into this 8th day of December, 2009, by and between HELP OF OJAI, INC. ("Sublessor"), and VENTURA COUNTY SHERIFF'S DEPARTMENT ("Sublessee"), and COUNTY OF VENTURA ("County").

This Sublease is entered on the basis of the following facts, intentions and understandings:

A. County and Sublessor entered into that certain Lease Agreement ("Master Lease") dated July 5, 2006, pursuant to which County leased to Sublessor certain premises ("Master Premises") in that certain real property commonly known as 370 Baldwin Road, Ojai, California, said Master Premises being generally described as 42 acres, more or less, as part of a larger property of approximately 112 acres commonly known as the Ojai Honor Farm, as more particularly described in said Master Lease. A copy of the Master Lease is attached to this Sublease as Exhibit "A" and incorporated herein by this reference.

B. The Ventura County Sheriff's Department desires to sublease from HELP of Ojai a portion of the Master Premises commonly known as Building D3 (formerly Bldg. 435) ("Subleased Premises"), as shown on Exhibit "B" attached hereto and incorporated herein.

C. HELP of Ojai and the Ventura County Sheriff's Department understand and agree that this Agreement is subject and subordinate to the Master Lease.

D. Unless otherwise defined herein, defined terms shall have the meanings given them in the Master Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Sublease, SUBLESSOR and the Ventura County Sheriff's Department agree as follows:

1. PROPERTY LEASED. Sublessor hereby leases to Sublessee and Sublessee hereby rents from Sublessor the property, hereinafter called "Premises," located in the County of Ventura, State of California, described as follows:

Building D3 (formerly Building 435) located at 370 Baldwin Road, Ojai, California

The Premises are more particularly shown on Exhibit "B", which is attached hereto and made a part hereof by reference.

2. TERM: The Premises are subleased for an initial term of one (1) year commencing on January 1, 2010 and ending on January 1, 2011. Notwithstanding the foregoing, if the first month's rent, security deposit and insurance are provided by the Sublessee as required in this Agreement, Sublessee may take possession of the Premises on or after December 8, 2009 for no additional rent, to facilitate Sublessee Improvements approved by Sublessor, and preparation of the Premises for Sublessee's operation as permitted by this Agreement.

3. OPTION TO EXTEND TERM: Provided that Sublessee is not in breach or default of any term or provision of this Agreement, Sublessee shall have the option to extend the term of this Agreement for two

(2) consecutive one (1) year periods ("extended terms") by giving no less than six (6) months written notice.

4. HOLDING OVER: If Sublessee holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of Sublessor, either expressed or implied, Sublessee shall become a Sublessee from month to month at the rental amount paid during the last month of the term of this Agreement, such tenancy to be subject to all of the terms and conditions of this Agreement.

5. RENT. The rental value of the Premises is \$470.00 per month. In lieu of monetary compensation, Sublessee shall pay to Sublessor during the term of this Agreement a maximum of 24 hours per month of in-kind labor and material to refurbish the Premises and maintain the ground in the immediate area of the Premises. The in-kind labor and material, and the tracking of hours, will be performed and provided by members of the Sheriff's Upper Ojai Search and Rescue Team.

6. RENT ADJUSTMENTS: Annually on the Anniversary of the Commencement Date, the basic monthly rental shall be adjusted by an change in the Index now known as "United States Bureau of Labor Statistics, Consumer Price Index, for All Urban Consumers, All items for the Los Angeles area (base year, 1982/1984=100)," hereinafter referred to as the "Index" provided that the amount payable by Sublessee under this Agreement shall not be less than the month rent payable for the preceding year.

Such adjustment shall be accomplished by multiplying the aforementioned basic monthly rental by a fraction, the numerator of which shall be the most recently published monthly Index preceding the first day for the lease year for which adjustment is made, the denominator of which fraction shall be the corresponding monthly Index for the month preceding the commencement date of this Agreement.

If such Index shall be discontinued with no successor or comparable successor Index, the parties shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the matter shall be determined by arbitration in accordance with the rules of the American Arbitration Association then prevailing.

7. 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 Sublessor:

STORAGE OF EMERGENCY RESCUE EQUIPMENT AND  
STORAGE OF TWO (2) EMERGENCY VEHICLES.

At all times during the term of this Agreement, the use of the premises shall be in conformance with the conditions as set forth in the Conditional Use Permit #LU06-0161 issued by the County of Ventura Resource Management Agency on September 18, 2007.

8. UTILITIES: Sublessor shall pay for water and sewage. Sublessee shall pay for all other utilities of every sort on The Premises, including but not limited to telephone service, janitorial service, rubbish removal, gas, electricity and all other utilities and services supplied to and used on the Premises.

9. SIGNS AND ADVERTISING. Sublessee shall not erect or display, or permit to be erected or displayed on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of Sublessor.

10. ALTERATIONS BY SUBLESSEE. Sublessee shall not make any alterations, installations or improvements to the Premises without prior written approval of Sublessor.

11. DELAY IN DELIVERY OF POSSESSION. If Sublessor, for any reason whatsoever, cannot deliver possession of the Premises on the date of commencement of the Agreement term, rent for the period between said date and the date that Sublessor can deliver possession shall be prorated and deducted from the rent due under this Agreement. The term of the Agreement shall not be extended by such delay.

12. SECURITY DEPOSIT: On signing this Lease, Sublessee shall pay to Landlord no initial security deposit, which is waived in recognition of prepaid in-kind labor dollars.

13. INSURANCE. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Sublessee for liability in excess of such coverage, nor shall it preclude Sublessor taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

13A. INSURANCE POLICY COVERAGE

- a. Commercial General Liability (CGL) "occurrence coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$3,000,000 aggregate, including personal injury, broad form property damage, premises, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- b. Commercial Automobile Liability coverage in the minimum amount of \$300,000 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- c. Business Personal Property coverage of at least 80% replacement value for equipment, furniture, fixtures, supplies and any other building contents owned, rented, leased, or in the care, custody or control of Sublessee.
- d. Fire insurance shall be maintained on all buildings leased by Sublessee.

13B. INSURANCE POLICY CONDITIONS

- a. Sublessor shall be named as an Additional Insured.
- b. Sublessee agrees to waive all rights of subrogation against Sublessor.
- c. Policies will not be canceled, non-renewed or reduced in the scope of coverage until after thirty (30) days written notice has been given to Sublessor.
- d. Sublessee agrees to provide SUBLESSOR with the following insurance documents on or before the effective date of this Agreement:
  - i. Certificates of Insurance
    1. Liability form ACORD 24 (2001/08)
    2. Property form ACORD 24 (1/95)
  - ii. Additional Insured endorsements – CGL form CG2026 (11 85)

14. TAXES AND ASSESSMENTS. A taxable possessory interest may be created by this Agreement and Sublessee will be subject to the payment taxes levied on such interest.

Sublessee shall pay before delinquent any and all taxes and assessments levied against Sublessee by reason of Sublessee's use and occupancy of the Premises.

15. UTILITIES. Sublessor will provide and pay for water and sewer to the Premises. Sublessee shall make provisions for and shall pay all charges for all utilities serving the Premises.

16. JANITORIAL SERVICES. Sublessee shall provide all janitorial services and supplies, and shall provide proper containers for and regular collection of all trash and rubbish material. Sublessee shall maintain the Premises at all times in a neat, orderly and safe condition.

17. REPAIRS AND MAINTENANCE BY SUBLESSOR. No repairs or maintenance of any nature will be performed by Sublessor unless deemed by Sublessor to be necessary and it its best interest.

18. REPAIRS AND MAINTENANCE BY SUBLESSEE. Sublessee accepts the Premises as being in good and sanitary order, condition and repair. Sublessee shall maintain the Premises in as good condition as they were when Sublessee first received possession thereof, excepting reasonable wear and tear, and shall make all repairs and replacements necessary to that end.

19. ENTRY BY SUBLESSOR and COUNTY. Sublessor and County may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Sublessor and County desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Sublessee on the Premises.

20. COMPLIANCE WITH LAW. Sublessee shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all federal, state and local laws and ordinances concerning said property and use thereof.

21. DISCRIMINATION. Sublessee agrees not to discriminate against any person or class of persons by reason of race, sex, color, creed, or national origin in the use of the Premises.

22. ASSIGNMENT AND SUBLETTING. Sublessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises, or any part thereof, or any right or privilege thereto, or suffer any other person (the agents and employees of Sublessee excepted) to occupy or use said Premises, or any portion thereof, without express written consent of Sublessor.

23. DEFAULT OR BREACH. Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

24. 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.

25. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

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

27. HOLD HARMLESS. Sublessee hereby indemnifies and defends SUBLESSOR and County against, and holds Sublessor and County harmless from, any loss or damage 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 Sublessee, Sublessee's agents, invitees, employees, contractors or patrons.

28. DESTRUCTION OF PREMISES. If the Premises or the building in which the Premises are situated should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to impair Sublessee's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If SUBLESSOR makes the necessary repairs within 90 days rendering the Premises as suitable and serviceable as they existed the day Sublessee occupancy commenced, no right of termination by the Sublessee shall exist. If repairs are not made within 90 days, the Sublessee may terminate this Agreement effective on the 90th day after said destruction by mailing written notice to Lessor of the Sublessee's intention to terminate. If during a period of partial destruction, the Sublessee should desire to continue occupancy, the rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 90 days, the Sublessee shall have the option to terminate this Agreement or remain in possession at the reduced rent.

29. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver same to Lessor in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted.

30. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

31. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

32. 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.

33. 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.

34. 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.

35. 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:

To SUBLESSOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To SUBLESSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**VENTURA COUNTY SHERIFF’S DEPT.**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(SUBLESSEE)

**HELP OF OJAI, INC.**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(SUBLESSOR)

## HELP OF OJAI – SUBLEASE AGREEMENT

370 Baldwin Road, Ojai, California

SUBLESSEE: VENTURA COUNTY SHERIFF'S DEPT.

Location: Building D3 (formerly Bldg. 435)

Date Signed by Sublessee: \_\_\_\_\_

Date Signed by Sublessor: \_\_\_\_\_

APPROVED BY THE COUNTY OF VENTURA

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

Keith B. Filegar, Manager  
Real Estate Services Division  
Public Works Agency  
Central Services Department

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

LEASE AGREEMENT  
(Honor Farm Property)

THIS LEASE, hereinafter called "Agreement," is made and entered into by and between:

County of Ventura

Hereinafter called "County" and

Help of Ojai Inc., a California nonprofit corporation

Hereinafter called "Tenant."

The parties agree that:

1. PROPERTY LEASED County hereby leases to Tenant and Tenant hereby rents from County the real property located in the County of Ventura, State of California, described as Parcel 1 on the attached Exhibit A ("the Premises") which is made a part hereof by reference. The Premises consist of 42 acres, more or less, and are part of a larger property of approximately 112 acres, which includes Parcels 1, 2 and 3.
  - A. Roads serving the County's entire 112 acre property, including the Premises, are shown on Exhibit A by dashed lines and are marked as Parcel 1-A. County grants to Tenant reasonable use of the roads for access to the Premises for the uses described in section 4, below. County reserves to itself, its agents, lessees, assigns and successors the unrestricted right to use the roads on the Premises for the use and benefit of the remainder of the County's property, including without limitation, any property in Parcels 1, 2 and 3.
  - B. The Premises also contain County's helipad, identified on Exhibit A as Parcel 1-B. County reserves to itself, its agents, lessees, assigns and successors the nonexclusive use of the helipad.
  - C. County owns the water rights to the Premises, and a water well identified on Exhibit A as Parcel 2-A. County grants Tenant nonexclusive access to and use of the water well, and the existing well fixtures and equipment, for nonpotable water service to the Premises. Tenant shall be entitled to pump only that amount of water reasonably necessary to serve its authorized uses of the Premises, and shall make good faith efforts to avoid waste. County reserves to itself, its agents, lessees, assigns and successors the unrestricted right to use the well and all associated fixtures and equipment. So long as Tenant is the sole user of the well, Tenant shall be

responsible for all utilities, maintenance, operation and repair for the well, pipes, fixtures and equipment. If County, its agents, lessees, assigns or successors use the well, a cooperative operating agreement will be made between or among Tenant and the other users to establish a fair and reasonable usage schedule, operational responsibilities, equitable sharing of expenses, and such other matters as may be necessary and appropriate.

2. TERM The term of this Agreement commences on the fourteenth (14th) day after the Agreement is approved by the Board of Supervisors of County and terminates on May 31, 2041, provided, however, that this Agreement is subject to earlier termination in accordance with the conditions set forth in Paragraph 31 below.
3. RENT Tenant shall pay to County, during the term of this Agreement, a rent of \$100.00 per year. The first payment shall be due upon commencement of the Agreement. Thereafter, rent shall be payable in advance on the first business day of each and every calendar year. Payment shall be considered delinquent if it is not received by County within three (3) weeks of its due date.
4. USE The Premises shall be used for the purposes described in Section 3, Honor Farm Plan and Proposal, in the Help of Ojai Inc. Business Program and Development Plan attached as Exhibit B, and shall not be used for any other purpose without first obtaining the written consent of the County Executive Officer or his designee.
5. CONDITIONAL USE PERMIT Tenant shall promptly apply for and obtain a Conditional Use Permit (CUP) at Tenant's expense before using the Premises for any purpose that requires a CUP. Tenant shall abide by all terms and conditions of any CUP issued for the premises, and hereby guarantees that Tenant's sublessees and agents, if any, will also comply with all CUP terms and conditions.
6. INVESTMENTS, IMPROVEMENTS AND DEVELOPMENT Tenant must, by the end of the first year after issuance of a CUP, but not later than two years after the commencement of this Agreement, have made a minimum of a total of \$75,000 worth of investments in, improvements of, and development of the property in accordance with and as defined by the Business Program and Development Plan set forth in Exhibit B. Tenant must, by the end of the fifth year after issuance of a CUP, but not later than six years after the commencement of this Agreement have made a minimum of a total of \$1,000,000 worth of investments in, improvements of, and development of the property in accordance with and as defined in Sections 3 and 4 of the Business Program and Development Plan set forth in Exhibit B. For the purposes of this paragraph, investments, improvements and development include the value of donated services, materials and supplies calculated at a reasonable contract rate. Any donated construction

services shall be performed or supervised by a contractor licensed to provide them. Tenant shall prepare and submit to County, not later than 120 days after this Agreement commences, a plan for annually accounting to County for Tenant's investments, improvements and development. The plan will include a method to identify any major maintenance projects from Exhibit D that qualify as a capital expenditure per County standards. County has the right to approve or reject Tenant's plan within 60 days of its submittal. County shall not unreasonably withhold its approval. Any failure by County to approve or reject the plan within the time provided shall be deemed approval.

Tenant has the option to substitute a maximum of \$25,000 of the \$75,000 (investment/development/improvements due within 12 or 24 months) and \$250,000 of the \$1,000,000 (investment/development/improvements due within 60 or 72 months) by providing enhanced or additional services beyond those currently provided in its current service location. If Tenant wishes to exercise this option, it must give the County written notice not later than 6 months before the end of the investment/development/improvement due date.

Tenant must, within 60 days after the end of each of the applicable periods set forth above, provide to County written proof satisfactory to County establishing that Tenant has made the required investments, improvements and development. If Tenant fails to prove it has made the required investments, improvements or development, County shall have the right to terminate this Agreement in accordance with the "Default or Breach" provisions set forth below.

7. SIGNS AND ADVERTISING Tenant shall not erect nor display, nor permit to be erected or displayed on the Premises, any signs or advertising matter of any kind without first obtaining the written consent of the County Executive Officer or his designee.
8. ALTERATIONS BY TENANT Tenant shall not make any alterations, installations, or improvements to the Premises without prior written approval of the County Executive Officer or his designee, and only after tenant's receipt of any required governmental permits.
9. SECURITY DEPOSIT Tenant shall, at the commencement of this agreement, provide County with, and at all times thereafter maintain, a security deposit in an amount equal to \$3,000.00.

The security deposit shall take one of the forms set out below and shall guarantee Tenant's full and faithful performance of all the terms, covenants, and conditions of this Agreement.

- A. Cash; or
- B. The assignment to County of a savings deposit held in a financial institution in Ventura County acceptable to County, consisting of

delivery to County of the original passbook for the savings deposit, and execution and delivery of a written assignment of said deposit to County on a form approved by County; or

- C. A renewable Time Certificate of Deposit from a financial institution in Ventura County wherein the principal sum is made payable to County or order. Both the financial institution and the form of the certificate must be approved by County.

The security deposit shall be rebated, reassigned, released, or endorsed to Tenant or order, as applicable, at the end of the Agreement term, provided Tenant is not then in default and has performed its obligations required to be performed upon termination.

- 10. INSURANCE Tenant, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the insurance as specified in Exhibit C.
- 11. PROPERTY DAMAGE INSURANCE County shall maintain full property damage insurance on the Premises, insuring against losses due to fire, flood and other insurable perils (excluding earthquake), for the first five (5) years from and after the commencement of this Agreement, and Tenant shall reimburse County per the timeframes and procedures described below. County may, at its option, elect to maintain such property damage insurance beyond the initial five (5) years of this Agreement. When County purchases and maintains property damage insurance on the Premises, Tenant shall reimburse County for the estimated cost of annual insurance premiums as determined by County with reference to its insurance rate structure applicable to County agencies and departments for similar coverages. Tenant shall pay to County the estimated cost within 60 days of presentation to Tenant of a demand for reimbursement. County's demand shall include evidence of the method by which the estimated premiums were calculated. Tenant's failure to pay the estimated cost within 60 days will constitute a material breach of this Agreement and will be subject to the "Default and Breach" provisions set forth below.

In the event of damage to the Premises for which County receives insurance benefits, Tenant shall be entitled to those benefits, less any out-of-pocket expenses incurred by County to recover the benefits.

Tenant waives any right it may have or hereafter acquire to claim damages from the County for any damage resulting to the Premises from fire, flood or any other cause, beyond any benefits from insurance policies the County may, at its election, maintain as described in this paragraph.

- 12. CONTAMINATION AND POLLUTION Tenant, solely at its own cost and expense, will provide cleanup of any property or natural resources contaminated or polluted due to Tenant activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Tenant will

be borne entirely by the Tenant. Tenant is not responsible for any contamination or pollution which occurred before the commencement of this Agreement.

13. TAXES AND ASSESSMENTS A taxable possessory interest may be created by this Agreement and Tenant may be subject to the payment of property taxes levied on such interest. Tenant shall pay before delinquent any and all taxes and assessments levied against Tenant by reason of Tenant's use and occupancy of the Premises.
14. UTILITIES Effective on the commencement date of this Agreement, Tenant shall make provisions for and shall pay all charges for all utilities serving the Premises.
15. JANITORIAL SERVICES Tenant shall provide all janitorial services and supplies, and shall provide proper containers for and regular collection of all trash and rubbish material. Tenant shall maintain the Premises at all times in a neat, orderly and safe condition.
16. REPAIRS AND MAINTENANCE BY COUNTY; ROADWAYS No repairs or maintenance of any nature will be performed by County unless deemed by County to be necessary and in its best interest. However, in the event roadways within the Premises are damaged by activities of the County or the County's agents, including without limitation the Matilija Dam Removal Project, County will repair the roadways and restore them to their pre-damaged condition.
17. REPAIRS AND MAINTENANCE BY THE TENANT Tenant accepts the Premises as is. Tenant shall maintain the Premises per requirements set forth in Exhibit D and shall make all interior repairs and replacements necessary to that end. Replacement or repair of Tenant's personal property is the sole responsibility of Tenant. Tenant shall also maintain the landscaping and grounds in good order and condition, including without limitation, performing all weed abatement required for fire control purposes. Tenant shall promptly repair at its expense to pre-damaged condition any material damage to the roads marked as Parcel 1-A on Exhibit A that Tenant's activities and those of its sublessees and agents cause.
18. ENTRY BY COUNTY County may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as County desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises.
19. COMPLIANCE WITH LAW Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all federal, state and local laws and ordinances concerning said property and use thereof.

20. DISCRIMINATION Tenant agrees not to discriminate against any person or class of persons by reason of race, sex, color, creed or national origin in the use of the Premises.
21. ASSIGNMENT AND SUBLETTING Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the County Executive Officer or his designee. A consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of Tenant, or by operation of law, without the written consent of the County Executive Officer or his designee. Any assignment or subletting without such consent shall be void, and shall, at the option of County, terminate this Agreement.
22. INSOLVENCY OR BANKRUPTCY If Tenant shall be adjudged bankrupt or insolvent, this Agreement shall thereupon immediately terminate and the same shall not be assignable by any process of law, nor be treated as an asset of the Tenant under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency or by execution or assignment for the benefit of creditors. If any such event occurs, this Agreement shall immediately become null and void and of no effect, and County may thereupon repossess the Premises and all rights of the Tenant thereupon shall cease and terminate.
23. DEFAULT OR BREACH Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.
24. 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.
25. ACQUIESCENCE No acquiescence, failure or neglect of any party hereto to insist on strict performance of any or all of the terms hereof in one instance shall

be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

26. PARTIES BOUND AND BENEFITED The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
27. TIME Time is of the essence of this Agreement.
28. INDEMNIFICATION AND HOLD HARMLESS To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless the County of Ventura, its boards, commissions, councils, districts, agencies, departments, divisions, officers, employees, agents and volunteers, from and against any and all claims, lawsuits, judgments, debts, demands and liability, whether against Tenant, County, or others, resulting from Tenant's operations on the premises, including, without limitation, those arising from injuries or death of persons and/or for damages to property.
29. DESTRUCTION OF PREMISES If the Premises are destroyed in whole or in part by any cause, except for the fault of Tenant, neither County nor Tenant shall have any responsibility for restoration, repair or replacement.

If any of the structures on the Premises specifically identified in Exhibit D as "Best Condition Buildings" are destroyed in whole or in part because of Tenant's fault, or due to a cause for which Tenant has insurance coverage on the structures, Tenant shall restore to good, serviceable condition those parts of the premises so damaged or destroyed. If Tenant fails to commence restoration, repair or replacement within ninety (90) days of the occurrence which caused the destruction, or within thirty (30) days after Tenant's receipt of insurance proceeds if the cause is insured, or if Tenant fails to complete the restoration, repair or replacement within one year from the date of the occurrence, County shall have the right to terminate this Agreement upon ninety (90) days written notice to Tenant. If a cause is insured, Tenant will use its best efforts to obtain prompt payment of the insurance proceeds.

30. CONDEMNATION If any part of the Premises is taken by a public authority under the power of eminent domain or conveyed in lieu of condemnation, and the condemnation or taking materially and adversely affects Tenant's occupancy, either party shall, at each party's option, have the right to terminate this Agreement. County shall receive any award that may be paid in connection with any condemnation or taking, and Tenant shall have no claim or interest in any award, except that Tenant shall be entitled to receive the depreciated value of existing capital improvements it has made to the Premises pursuant to paragraph 6 of this Agreement.

31. TERMINATION Tenant shall have the right to terminate this Agreement upon ninety (90) days advanced written notice to County.

After the end of the eighth year of this agreement, County has the right to terminate Tenant's tenancy as to any part of Parcel 1-C as depicted on Exhibit A by giving 24 months advanced written notice to Tenant. This right shall remain in existence so long as Tenant remains in possession of any part of Parcel 1-C and may be exercised multiple times by County until all of Parcel 1-C has reverted to County. In the event of such termination, if any part of Parcel 1-C which reverts to County has been subleased by Tenant to a subtenant, County shall be responsible to reimburse Tenant in an amount equivalent to the rent Tenant would have received from subtenant until expiration or earlier termination of the sublease or this Agreement. Provided, however, the amount the County is obligated to reimburse to Tenant under this paragraph shall not exceed One Thousand Eight Hundred Dollars (\$1,800) per acre per year, which amount shall be adjusted annually in accordance with any change in the Los Angeles-Riverside-Orange County Consumer Price Index (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The base for computing this adjustment shall be the Index published immediately preceding the commencement date of this Agreement. The annual adjustment shall be computed using the Index published immediately preceding the anniversary date of this Agreement.

32. CONDITION OF PREMISES UPON EXPIRATION, TERMINATION, OR CANCELLATION Upon the expiration, termination, or cancellation of this Agreement, Tenant shall vacate the Premises and deliver same to County in good order and condition, damage by the elements, fire, earthquake and ordinary wear and tear excepted. In the event of such expiration, termination, or cancellation, at County's option, all improvements constructed by Tenant shall become the property of County; this provision notwithstanding, however, all improvements and installations of any kind owned or placed on the Premises by Tenant that County does not wish to remain on the property shall be removed by Tenant at its own expense, including removal of all debris, surplus and salvage material. If Tenant does not remove, or has not completed removal of these items within seven days after such expiration, termination or cancellation, County may thereafter remove or cause to be removed or destroyed, such improvements and installations left on the premises and in such event, Tenant shall pay the County the reasonable and actual cost of any such removal, sale or destruction in excess of any consideration received by County as a result of any such removal, sale or demolition.
33. ENTIRE AGREEMENT This Agreement contains the entire agreement of the parties and no obligation other than those set forth will be recognized.
34. AGREEMENT MODIFICATION This Agreement may be terminated, extended, or amended in writing by the mutual written consent of the parties hereto. Such

modification may be executed by the County Executive Officer or his designee on behalf of County.

35. 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.
36. 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.
37. 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.
38. 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. All payments and notices to Tenant shall be given or mailed to:

Help of Ojai Inc.  
Attn: Debbie McConnell, Executive Director  
P. O. Box 621  
Ojai, CA 93024

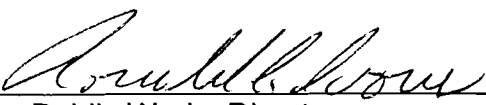
- B. All payments and notices to County shall be given or mailed to:

County of Ventura  
Public Works Agency  
800 S. Victoria Avenue  
Ventura, CA 93009

Attention: Real Estate Services

County of Ventura

Dated: 7-5-06

By:   
Public Works Director

Help of Ojai Inc.

  
\_\_\_\_\_

Dated: 7-12-06

HELP of Ojai  
370 Baldwin Road  
Ojai, California

EXHIBIT B

