

LEASE

1. Parties.

This Lease ("Lease"), made this 10 day of February 1998, is by and between BIG BEAR CORPORATION ("Landlord"), and, THE CITY OF SAN DIEGO, a California Municipal Corporation ("Tenant"), the CSC Program.

2. Premises.

2.1 Description. Landlord hereby leases to Tenant and Tenant leases from Landlord upon the terms, covenants and conditions contained in this Lease, those certain premises located at 7377 & 7381 Jackson Drive, City of San Diego, County of San Diego, State of California, 92119 and more particularly described in "Exhibit A" attached hereto (the "Premises"), containing approximately 7377 - 1,080 square feet / 7381 - 1,320 square feet of Floor Area (defined below). Total square footage is 2,400. The Premises are located in that certain shopping center located at the intersection of Jackson Drive and Navajo Road, in the City of San Diego, County of San Diego, State of California (the "Shopping Center").

2.2 Floor Area. The Floor Area of the Premises is an approximation, and Landlord makes no representation as to the exact Floor Area of the Premises. The term "Floor Area" means all areas available or held for the exclusive use and occupancy of occupants or future occupants of the Shopping Center including Tenant, measured from (i) the outside faces of all perimeter walls other than any party wall separating the Premises from other leasable areas; (ii) the center line of any such party wall; (iii) the outside face of any interior wall where the floor extends to an interior wall; and (iv) the building and/or lease line adjacent to any entrance to the Premises. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts, or other interior construction or equipment. Floor Area shall not include upper story, basement or mezzanine space not used for sales floor purposes unless deemed to be Floor Area under the terms of the rental agreement demising such space, and a structured garage shall not be considered Floor Area.

2.3 Reservation of Rights. Landlord reserves the exclusive right to the use of the exterior walls, roof and exterior portions of the Premises (but not its storefront), the area beneath the Premises, and the area above the Premises. The use thereof together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, utility installations and structural ailments within and/or leading through the Premises serving other parts of the Shopping Center are hereby reserved unto Landlord. Such reservation in no way affects maintenance obligations imposed by this Lease.

3. Condition.

Landlord agrees to deliver and Tenant agrees to accept the Premises in its present "AS IS" condition. Except as otherwise provided in this Lease, Article 46, Landlord makes no representations or warranties regarding the Premises and Landlord shall have no obligations to make any improvements to the Premises. The entry of Tenant into the Premises for the purpose of fixturing the Premises or of installing Tenant's stock in trade shall constitute an acceptance of by Tenant of the condition of the Premises and of delivery of the Premises by Landlord.

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SAN DIEGO, CALIFORNIA

#### 4. Common Areas.

The Common Areas (defined below) shall be subject to the exclusive management and control of Landlord. Landlord shall have the right from time to time to adopt and enforce reasonable rules and regulations pertaining to the use of the Common Areas. Landlord shall have the right to make modifications to and reconfigure the Common Areas as Landlord deems appropriate and necessary for the benefit of the Shopping Center, including, without limitation, the parking lot layout, lighting and landscaping.

The term "Common Areas" will include, without limitation, all portions of the Shopping Center excluding any areas reserved for the exclusive use and occupancy of one or more, but less than all, of the tenants of the Shopping Center, including all vending racks, pay phones, sidewalks, delivery areas, driveways, loading areas, parking lots, landscaping, grading, directional and Shopping Center signs and installation of every kind erected within the Common Areas. Tenant shall not have merchandise, equipment or machines of any type allowed on the exterior premises and/or sidewalks without Landlord's approval. Pay phones shall not be installed by Tenant or Tenant's representative in the Common Areas at any time.

#### 5. Common Area Maintenance.

5.1 Parking Area. Landlord will provide a parking area as shown on "Exhibit A", which shall be paved, marked and adequately lighted and ready for use on the Commencement Date (defined below). Landlord agrees that during the Lease Term (defined below) Tenant and its customers will have a non-exclusive easement over all of said parking area for the purpose of parking, and for ingress and egress to and from the Premises. Landlord agrees that customers of Tenant, in common with the customers of other tenants of the Shopping Center shall during the Lease Term have reasonable rights to use free parking daily in said parking area, provided that such parking shall not interfere with Tenant's use of the portions thereof adjacent to the Premises. Police vehicles shall be allowed to park in the Shopping Center parking lot. Tenant will not tow or authorize the towing of any vehicle, but will contact Landlord if any vehicle is believed to be in violation of the above regulations whether an employee, customer or other entity.

5.2 Maintenance. Landlord will operate, manage, maintain and repair or cause to be operated, managed, maintained or repaired, the Common Areas in good order and condition.

5.3 Common Area Costs. "Common Area Costs" will mean all costs of operating and maintaining the Common Areas in a manner deemed by Landlord appropriate for the best interests of Tenant and the other tenants of the Shopping Center. Included among the costs and expenses which constitute "Common Area Costs," but not limited thereto, shall be, at the option of Landlord, all of Landlord's costs and expenses of maintaining, protecting, repairing, repaving, lighting, cleaning, painting, striping, removal of debris, trash and garbage, security and security patrol for the parking areas of the Shopping Center, fire protection, regulating traffic, repairing and maintaining of equipment used in the operation of the Common Areas, cost and expense of inspecting, maintaining, repairing and replacing storm and sanitary drainage systems, sprinkler and other fire protection systems, electrical, gas, water, telephone and irrigation systems, and expense of installing, maintaining and repairing fire alarm systems in the Shopping Center, if installed, cost and expense of installing and maintaining landscaping and shrubbery, and expenses for utilities and other services benefitting the Shopping Center.

5.4 No Liability. Nothing contained herein shall be deemed to create any liability upon Landlord for any loss of, or damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles. Tenant acknowledges and agrees that Landlord has no obligation to provide security guards for the Common Areas. Tenant acknowledges and agrees that regardless of whether Landlord elects to provide security guards for the Common Areas, Landlord does not represent, guarantee or assume responsibility that Tenant, its employees or invitees will be secure from losses caused by the illegal acts of third parties and does not assume responsibility for any such illegal acts. To induce Landlord to provide security guards, if any, as Landlord deems reasonable, appropriate and economically feasible, Tenant hereby waives any present or future claim Tenant may have against Landlord, whether known or unknown, for bodily injury or property damage or loss arising from the acts or omissions of any such security guards.

6. Term.

The term of this Lease shall commence on February 1, 1998 and shall continue for a four year period ending January 31, 2002.

7. Rent

Minimum Monthly Base Rent. Tenant agrees to pay, during the Lease Term of this Lease, a minimum monthly base rental of two thousand five hundred twenty and 00/100 dollars (\$2,520.00) (the "Minimum Monthly Base Rent") payable in advance on the first day of each calendar month without demand, set-off or deduction. If the Lease Term commences on a day other than the first day of the month, the Minimum Monthly Base Rent for the initial fractional month shall be pro-rated and paid on the first day of the calendar month following the initial fractional month.

8. Use and Restoration.

If any of the rents or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or Tenant will fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any, other remedy which Landlord may have on account thereof, may require payment for damages or rents for loss or damage sustained by Landlord.

9. Payments of Rent.

Payments of rent shall be made to Landlord at the same place as provided in Article 18 for the "Giving of Notices", without deduction, offset or prior demand. In the event any check delivered to Landlord for payment of rent, or any other sum owed to Landlord, is dishonored, Tenant will be liable to Landlord for five percent (5%) of monthly rental sum as Additional Rent upon written demand by Landlord. Any payment by Tenant of a lesser amount than due to Landlord shall be treated as a payment on account. Acceptance by Landlord (of a check or other payment for a lesser amount than due) shall not constitute an accord and satisfaction and Landlord may accept such check or other payment without prejudice to any other rights or remedies Landlord may have against Tenant. At the Landlord's option, in the event there is an unpaid balance due to Landlord from Tenant, then payment of rent shall first be applied to that outstanding balance so that the debt is credited in the order in which it has been incurred.

10. Operation of Business.

Tenant agrees to keep its business open and in full operation during normal City reasonable business hours determined by the City. Tenant will keep the Premises adequately fixtured, equipped and staffed during the Lease Term.

11. Use of the Premises and Abandonment.

11.1 Permitted Use. Tenant will use the Premises only for the purpose of operating a Police Storefront and Community Service Center, and for no other purpose unless agreed upon by Landlord for some other use. 

11.2 Compliance with Laws. Tenant will at all times maintain and conduct its business insofar as the same relates to Tenant's use and occupancy of the Premises, in a lawful manner and in strict compliance with all governmental rules, laws, regulations, and orders applicable to the business of Tenant conducted in and upon the Premises.

11.3 Hazardous Materials.

11.3.1 No Use of Hazardous Materials. Except for small quantities of Hazardous Materials (defined below) required for general office purposes and routine cleaning which Tenant will use in strict compliance with all Hazardous Materials Laws (defined below), Tenant agrees that Tenant will not keep, use, generate, store, release, threaten release, or dispose of any Hazardous Materials in, on, under or about the Premises or Shopping Center without the prior express written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion. Tenant represents that the presence of Hazardous Materials on the Premises and Shopping Center is not necessary to the conduct of its business or its use of the Premises and Shopping Center and Tenant acknowledges that it is probable that Landlord will withhold its consent to any requested use of Hazardous Materials on the Premises or Shopping Center. The term "Hazardous Materials" means any substance the presence of which requires investigation, remediation or disclosure under any federal, state or local statute, regulation, ordinance, order, action, policy or common law, now or hereinafter in effect ("Hazardous Materials Laws"), and includes, without limitation, all oil and other petroleum products, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated, or polluting materials, substances or wastes, including, without limitation, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances," under any Hazardous Materials Laws. Under no circumstances shall any sublease or assignment occur, whether with or without the consent of Landlord, which involves any tenant, subtenant or other occupant who keeps, uses, generates, stores, releases, threatens release of or disposes of any Hazardous Materials on or about the Premises or the Shopping Center.

11.3.2 Compliance with Environmental Laws. Nothing contained in this paragraph shall be construed as implying that Landlord consents to Tenant's use, generation, storage, release or disposal of Hazardous Materials in, on, under the Premises or Shopping Center. Tenant will conduct, use, keep, store and transport all Hazardous Materials in or about the Premises and Shopping Center subject to, and in full compliance with, all Hazardous Materials Laws. Tenant will, at its own expense, procure, maintain in effect and comply with, all conditions of any and all permits, licenses and other governmental and regulatory approvals required for any such use by Tenant. Tenant will, at its own expense, cause any Hazardous Materials located on or about the Premises or Shopping Center which are present as a result of any act or omission of Tenant or its employees, agents or contractors to promptly be removed and transported from the Premises or Shopping Center solely by duly licensed haulers to duly licensed

facilities for final disposal of such materials and wastes. Upon the expiration or earlier termination of the Lease Term, Tenant will, at its sole expense; (a) cause all Hazardous Materials located on the Premises and Shopping Center due to any acts of omission of Tenant, its employees, agents or contractors to be removed from the Premises and Shopping Center and transported for use, storage or disposal in accordance and compliance with all Hazardous Materials Laws; and (b) obtain a certificate from an engineer, duly licensed in the State of California and approved by Landlord, certifying that the Premises are completely free of all Hazardous Materials. Immediately following the removal of Hazardous Materials, Tenant will fully restore the Premises and Shopping Center to good condition and repair, satisfactory to Landlord and suitable for rental to a new tenant, reasonable wear and tear excepted, at Tenant's sole expense, without any abatement of rent.

11.3.3 Notices. Tenant will immediately notify Landlord in writing of (a) any enforcement, clean-up, removal or other governmental or regulatory actions instituted, completed or threatened against Tenant, the Premises or the Shopping Center; (b) any claims made or threatened against Tenant, the Premises, or the Shopping Center relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or Shopping Center, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant will also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first received or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Shopping Center, or Tenant's use thereof. Tenant will promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises or Shopping Center.

11.3.4 Release of Liability. Tenant expressly acknowledges that Landlord has made no representations or warranties, express or implied, with respect to Hazardous Materials in, on, under or about the Premises or Shopping Center. Tenant will have no claims against Landlord and shall have no right to terminate the Lease on account of the existence of Hazardous Materials on or about the Premises or Shopping Center prior to the Commencement Date of this Lease. Tenant fully accepts the Premises in their "AS IS" condition and in connection therewith, Tenant hereby waives and fully releases Landlord from and against any and all claims against Landlord resulting from or related to, directly or indirectly, the existence of any Hazardous Materials in, on, under or about the Premises or Shopping Center prior to the Commencement Date of the Lease. This release of liability and all of the terms herein shall survive the expiration or earlier termination of this Lease. Tenant expressly waives the benefit of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

11.3.5 Indemnity. Tenant hereby agrees to indemnify, defend and hold harmless and release Landlord, its trustees, officers, employees and agents, and the beneficiary or mortgagee under any deed of trust or mortgage now or hereafter encumbering all or any portion of the Premises or Shopping Center, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, fines, punitive damages, losses, costs, liabilities, interest, attorney's fees, consultants' fees, investigation costs (including any such fees and expenses incurred in enforcing this indemnity), resulting

or relating to, directly or indirectly, the use of Hazardous Materials on or about the Premises or Shopping Center by Tenant, its employees, agents and contractors. The indemnity set forth herein shall include, without limitation, the cost of any required or necessary repair, clean-up or detoxification of the Premises or Shopping Center and the surrounding property and shall survive the expiration or earlier termination of the Lease Term.

11.4 No Abandonment. Tenant will not vacate or abandon the Premises at any time during the Lease Term; and if Tenant should abandon, vacate or surrender the Premises, or be dispossessed by process of law or otherwise, any personal property left on the Premises shall be deemed to be abandoned, at the option of the Landlord.

11.5 Removal of Personal Property. Upon the termination or expiration of this Lease, at Landlord's option, Tenant will be required to remove all property, including but not limited to personal business equipment, fixtures, sign faces, which are the property of Tenant. Tenant will repair at its expense any damage to the Premises caused by the removal of said property, including but not limited to fixtures and equipment and shall return the Premises to Landlord in the same condition as received, reasonable wear and tear excepted. If Tenant will fail to remove its property from the Premises upon termination of this Lease, then without limiting any other right or remedy, Landlord, at its option, shall have the right to use, sell or otherwise dispose of any and all such personal property of the Tenant, then remaining in or about the Premises. Any cost incurred in disposing of this property shall be the sole cost and expense of Tenant and shall be charged as Additional Rent.

## 12. Damages to Premises.

12.1 Partial Damage-Insured. Subject to the provisions of Section 12.3 below, if the Premises are damaged and such damage was caused by an occurrence covered under an insurance policy carried by Landlord, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that if the cost of such repair exceeds the amount of proceeds received by Landlord from any insurance, Landlord may, at Landlord's sole discretion, elect to terminate this Lease upon thirty (30) days' written notice to Tenant. In the event Landlord elects to so terminate this Lease, Tenant may, within ten (10) days after receiving Landlord's notice to terminate, elect to pay Landlord, at the time of Tenant's election, the difference between the amount of Landlord's insurance proceeds and the cost of repair, in which case Landlord shall restore the Premises and the Lease shall continue in full force and effect.

12.2 Partial Damage-Uninsured. Subject to the provisions of Section 12.3 below, if at any time during the Lease Term the Premises are damaged (except due to the negligence or misconduct on the part of Tenant, or its employees, agents, guests, invitees or contractors, in which event Tenant shall be responsible for the cost of all necessary repairs and restoration), and such damage was caused by an occurrence not covered under an insurance policy carried by Landlord, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed

to make such repairs as soon as reasonably possible. All repairs undertaken by Tenant shall be made in accordance with all applicable laws, ordinances, rules and regulations and shall be performed in a first class and workmanlike manner to the satisfaction of Landlord. If Tenant does not give such notice within such ten (10) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

**12.3 Election to Terminate.** Notwithstanding the provision of Sections 12.2 and 12.3, if, in Landlord's opinion, (a) any repairs, reconstruction or restoration cannot be made within ninety (90) days following damage to the Premises, or (b) insurance proceeds sufficient to pay for such work are not reasonably available, or (c) the Premises are damaged to the extent of forty percent (40%) or more of the replacement cost thereof, Landlord may elect, but is not obligated to do so, upon written notice to Tenant within thirty (30) days after the date of such damage, to terminate this Lease as of the date of such damage. If Landlord does not so elect to terminate this Lease, then Landlord shall make any such repairs, reconstruction or restoration. Notwithstanding anything herein to the contrary, in the event the Shopping Center is destroyed to the extent of not less than twenty-five percent (25%) of the replacement cost thereof, then Landlord may elect to terminate this Lease whether or not the Premises are damaged. Further, notwithstanding anything herein to the contrary, in the event the Premises are damaged or destroyed during the final thirty-six (36) months of the Lease Term, Landlord may, within thirty (30) days following the date of such casualty, elect to terminate this Lease; provided, however, Tenant shall have the opportunity to exercise any option to extend the Lease Term prior to determining the number of months remaining in the Lease Term.

**12.4 Tenant's Personal Property.** Notwithstanding any provision of this Article 12, in no event shall Landlord be required to repair any of Tenant's personal property, machinery, equipment, installations or trade fixtures.

**12.5 No Abatement of Rent.** In the event that Landlord undertakes such repair and reconstruction, as above set forth, Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management; and the obligation of Tenant hereunder to pay rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, or the Shopping Center, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

**12.6 Waiver.** With respect to any partial or total destruction which Landlord is obligated to restore or may restore under any of the provisions of this Lease, the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of California, are hereby waived by Tenant.

### **13. Insurance.**

**13.1 Property Insurance.** Landlord will cause to be effected upon the improvements in the Shopping Center, including the Premises, fire insurance (including the so-called eight point coverage) in a company or companies domiciled in the State of California, in a total amount of not less than eighty percent (80%) of the full replacement value of the same, and it will cause such insurance to be effected as soon, during the construction thereof, as the same is insurable.

**13.2 Liability Insurance.** Landlord will at all times during the term of this Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure Tenant against liability for injury to persons and/or property and death for any person or persons in or

about the parking or common areas. The liability under such insurance shall not be less than \$1,000,000 for any one person injured or killed, and not less than \$1,000,000 for any one accident and \$100,000 property damage. Both Landlord and Tenant shall be named as insured in the liability insurance policy or policies above referred to.

**13.3 Tenant's Liability Insurance.** The City of San Diego is self insured. Tenant agrees that it will at its own expense at all times during the Lease Term maintain in force a policy or policies of insurance. The City of San Diego will provide verification of City's self insurance form and name Landlord as loss payee (attached as Exhibit "D").

**13.4 Waiver of Subrogation.** Each of the parties hereto releases the other party to this Lease from any claim which it might otherwise have against the other party for injury, loss, damage or destruction to the extent to which it is insured under a policy or policies containing a waiver of subrogation.

**13.5 Release of Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors or other such damage or injuries caused by or resulting from fire, steam, electricity, gas, water or rain or from the breakage, leakage, destruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioner or lighting fixtures or from any other cause, whether the said damage or injury results from conditions arising upon the Premises from the portions of the building of which the Premises are a part or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from the act or neglect of any other tenant of the Shopping Center.

#### **14. Exercise of Eminent Domain.**

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the Premise, or more than twenty-five percent (25%) of the Shopping Center is taken by condemnation and the remaining area is not reasonably sufficient for Tenant to continue the operation of its business, Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes physical possession of the Premises) terminate this Lease. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the Floor Area of the Premises taken bears to the Premise prior to the taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, for the taking of the fee, or as severance damages, provided, however, that Tenant shall be entitled to any separate award for loss or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such

condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair. Each party shall promptly notify the other upon receipt of any notice regarding a possible condemnation action against the Shopping Center or the Premises.

15. Utilities.

15.1 Payment. Tenant will pay during the Lease Term the cost of all electric, gas, power, water, sewer use, refuse disposal, pest control, telephone, and all other utility and/or service charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein. Tenant will make payments for all separately metered utilities, when due, directly to the appropriate supplier.

15.2 No Liability for Interruption. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service, and no such failure or interruption shall entitle Tenant to terminate this Lease or abate the rent due hereunder.

16. Covenants Against Liens.

Tenant covenants and agrees that it will not, during the Lease Term, suffer or permit any lien to be attached to or upon the Premises, the Shopping Center or any part thereof by reason of any act or omission on the part of Tenant, its employees, agents and contractors, and hereby agrees to indemnify, defend and hold harmless Landlord from and against any such lien or claim of lien. In the event that any such lien does so attach, and is not released within thirty days (30) after notice to Tenant thereof, or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period, Landlord at its sole discretion, may pay and discharge the same and relieve the Premises and Shopping Center therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord.

17. Assignment and Subletting.

17.1 Consent Required. Tenant will not assign this Lease or any interest therein, (Sale of Business) or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any attempted assignment or subletting without Landlord's consent is void and a breach of this Lease. If Tenant is a corporation, partnership or trust any change during any twelve (12) month period of more than twenty-five (25%) percent equity or voting interest of Tenant will constitute an assignment or sublease, as the case may be, requiring Landlord's prior written consent. Notwithstanding any assignment or subleasing by Tenant, with or without Landlord's consent, Tenant will not be relieved of its obligations under this Lease.

17.2 Required Information. As a condition to obtaining Landlord's consent, Tenant will submit to Landlord a statement signed by one of its officers, containing: (1) the name and address of the proposed transferee, assignee or subtenant; (2) a signed comprehensive financial statement for the proposed transferee, assignee or subtenant; (3) the transferee, assignee or subtenant's proposed use of the Premises; (4) an executed copy of the proposed sublease or assignment agreement.

17.3 Dispute. In the event of a dispute between Landlord and Tenant as to the reasonableness of Landlord's refusal to consent to any transfer, assignment or subletting, Tenant's sole remedy shall be to have the proposed transfer, assignment or subletting approved, and the Landlord shall have no liability to Tenant for damages.

17.4 Grounds for Withholding Consent. Tenant acknowledges and agrees that it shall be reasonable for Landlord to withhold its consent if any of the following situations exists or may exist, without limitation, and further agrees that Landlord's withholding of such consent for any of the following reasons is reasonable (but Tenant acknowledges that there may be other reasons for which Landlord may reasonably withhold its consent): (1) in Landlord's judgment, the proposed assignee or subtenant is not as financially responsible or sound as Tenant; (2) in Landlord's judgment, the proposed assignee or subtenant's use or anticipated use of the Premises is, or may be, in violation of any provision of this Lease, including, without limitation, Article 11 hereof, or the use or the anticipated use is not suitable to the Premises or the Shopping Center; (3) in Landlord's judgment, the proposed use is illegal or in violation of any applicable laws; (4) in Landlord's judgment, the proposed use will require alteration of the Premises; (5) in Landlord's judgment, a proposed assignee or subtenant would result in an inappropriate mix of tenants; (6) in Landlord's judgment, a proposed assignee's or subtenant's business may not be successful or the assignee or subtenant, or any principals thereof are not reputable; (7) in Landlord's judgment, the proposed assignee or subtenant will compete with Landlord or violate an exclusive use provision of another tenant of the Shopping Center.

18. Notices.

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by mailing the same by United States Certified mail, postage prepaid, addressed to Landlord at 5075 Federal Blvd., San Diego, California 92102 and to Tenant at Community Service Centers, 202 "C" Street, MS 5A, San Diego, CA 92101 or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this paragraph, and shall be deemed complete seventy-two (72) hours after mailing. Such notice may also be given to Tenant by serving its president or any other officer, and shall be deemed complete upon the giving of notice.

19. Right to Go Upon Premises.

Landlord may enter the Premises at any and all reasonable times to (a) inspect the same; (b) exhibit the same to prospective purchasers, mortgagors, or tenants; (c) determine whether Tenant is complying with its obligations hereunder; (d) to supply any service or perform any obligation to be provided by Landlord to Tenant hereunder; (e) post notices of non-responsibility; (f) post "For Lease" signs; (g) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utilities; (h) perform maintenance and repair and replacements that are to be performed by Tenant to the extent that Tenant has not done so; (i) or make repairs, alterations or additions to or with respect to facilities serving other portions of the Shopping Center; provided, however, that all such work shall be done as promptly as reasonably possible, and Landlord shall use reasonable efforts to minimize interference with Tenant's business operations. Tenant hereby waives any claim for any injury to or inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Tenant acknowledges that Landlord may not retain a key to the Premises and agrees that in an emergency Landlord shall have the right to use any and all means which Landlord may deem proper in order to obtain entry to the Premises. Any entry to the Premises so obtained by Landlord shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into Premises or any eviction, actual or constructive, of Tenant from the Premises, or any portion thereof, and Landlord shall not be responsible for any damage caused to the Premises in gaining entry in the event of an emergency.

**20. Repairs, Maintenance and Alterations.**

**20.1 Premises.** Tenant will, at its expense, keep the Premises, exterior and interior portions of windows, doors, and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition, and shall keep the Premises free from trash, rubbish and dirt and pests. Tenant will make all repairs or replacements thereon or thereto, whether ordinary or extraordinary. If Tenant fails to keep the Premises neat, clean, or in reasonable repair, Landlord may, at Landlord's option, enter the Premises in order to clean or replace same and Tenant will immediately pay to Landlord the cost thereof, together with interest if not paid within ten days of being billed, at the maximum non-usurious interest rate allowed by law.

**20.2 Utilities, Fixtures and Mechanical Systems.** Tenant will, at its sole cost, keep and maintain all utilities, fixtures, and mechanical equipment used by Tenant in good order, condition and repair. Said items shall include, but are not limited to, all plumbing and sewage facilities in the Premises, doors, locks, and closing devices, windows, including glass, lights, electric systems and equipment, heating and air conditioning systems and, all other appliances and equipment of every kind. Tenant will not be responsible for HVAC replacement.

Tenant will enter into a maintenance agreement for the maintenance of any heating and/or air conditioning units servicing the Premises with a reputable maintenance service company and provide Landlord with a copy of said contract.

**20.3 Roof and Structural Components.** Landlord will keep in good condition and repair the roof and structural components of the Premises and Shopping Center. However, if a need for maintenance and repair is caused by the acts or omissions of Tenant, its agents, licensees, employees, customers, or invitees, then Tenant will bear the entire cost of any such repairs or maintenance. Notwithstanding the foregoing, Landlord will have no obligation to make any such repairs until Landlord has received written notice from Tenant with respect to the need for such repairs. Landlord will not be deemed to be in default with respect to its obligation to repair unless and until Landlord has (1) received said written notice, and (2) failed to make such repairs within a reasonable period following the receipt of said notice. Landlord will, after receiving written notice, exercise due diligence in making such repairs. Tenant hereby waives any provisions of law permitting Tenant to make repairs at Landlord's expense. Landlord will enforce any construction warranties for the benefit of Tenant to the extent that they are available.

**20.4 No Disturbance.** Tenant will not commit or permit any nuisance, act or other thing which may disturb the quiet enjoyment of the other tenants of the Shopping Center.

**20.5 No Alterations or Improvements.** Except as provided in Sections 20.1 and 20.2 above, Tenant will not alter or improve the Premises without the prior written consent of Landlord.

**20.6 Submittal of Plans.** Before making any penetration through the structured portions of the Premises, including, but not limited to the roof, exterior walls, demising walls, and floor, or installing any permanent fixtures or alterations in or on the Premises, Tenant will submit plans and designs therefor to Landlord for written approval, and Landlord shall have the right to require that such plans and designs conform to the approved plans and specifications and to the general architectural scheme of the Shopping Center, and in the event that the plans and designs are disapproved by Landlord for failure to conform such fixtures or alterations shall not be installed until the changes required by Landlord are made.

20.7 Indemnity. Tenant will indemnify, defend and hold Landlord harmless from any and all liability, damage, expense, causes of action, suits, claims and judgments (including, without limitation, attorneys' fees) arising from injury to person or property upon the Premises, except such as may arise out of the gross negligence or wilful misconduct of Landlord, or Landlord's agents or employees.

20.8 Changes Required by Law. Any structural changes, alterations or additions in or to the Shopping Center which may be necessary or required by reason of any law, rule, regulation or other order promulgated by competent governmental authority (including, without limitation, the Americans with Disabilities Act), and which is not occasioned by Tenant's use of the Premises, shall be made by and at the sole cost and expense of Landlord. Any structural change, alteration or addition to the Premises or Shopping Center which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority (including, without limitation, the Americans with Disabilities Act) which alteration is required because of Tenant's use of the Premises shall be made by Landlord (or Tenant, at Landlord's election) at the sole cost and expense of Tenant. Either party to this Lease may contest the validity of any such law, rule regulation or order, but the contesting party shall indemnify and save the other harmless against the consequences of continued violation thereof pending such contest.

## 21. Default/Remedies.

21.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant: (i) vacating or abandonment of the Premises by Tenant; (ii) failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder as and when due; (iii) the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; (iv) the making by Tenant of any general assignment or assignment for the benefit of creditors when Tenant becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless in case of a petition filed against Tenant, the same is dismissed within (60) days); (v) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (vi) the attachment, execution levy or judicial seizure of substantially of all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

21.2 Remedies. In the event of a default by Tenant, Landlord shall, at its option, in addition to all other rights and remedies it may have hereunder or as provided by law, have the following rights and remedies:

### 21.2.1 Maintain Tenant's Right to Possession.

Even though Tenant has breached this Lease and abandoned the Premises, Landlord may maintain Tenant's right to possession of the Premises in which case this Lease shall continue in effect whether or not Tenant will have abandoned the Premises; and, Landlord may enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due. After the occurrence of the acts of default and abandonment by Tenant, and for so long as Landlord does not terminate Tenant's right to possession of the Premises, Tenant will have the right to assign its interest in the Lease and/or sublet, upon the written consent of Landlord; and, Landlord shall not unreasonably withhold such consent. Landlord shall not be deemed to have elected to terminate Tenant's right to possession of the Premises unless Landlord gives Tenant written notice of such election to terminate; and, in no event shall

Landlord's acts of maintenance or preservation of the Premises, or the appointment of a receiver upon initiative of Landlord to protect its interest under this Lease be deemed to constitute termination of Tenant's right to possession.

21.2.2 Terminate Lease. Landlord may elect, by written notice to Tenant, to terminate this Lease at any time after the occurrence of an act of default; and, in such event Landlord may, at Landlord's option, declare this Lease and Tenant's right to possession terminated, reenter the Premises, remove Tenant's property therefrom and store it for Tenant's account and at Tenant's expense, eject all persons from the Premises, and recover damages from Tenant as hereafter provided. Any such re-entry shall be permitted by Tenant without hindrance; and, Landlord shall not thereby be liable in damages for such re-entry or be guilty of trespass or forcible entry. In the event Landlord elects to so terminate this Lease and Tenant's right to possession, or they are terminated by operation of law, such termination shall cancel all Tenant's options to renew or extend the Lease, if any.

21.2.3 Damages. In the event Landlord elects to terminate this Lease and Tenant's right to possession in accordance with the foregoing Section 20.2, or the same are terminated by operation of law, Landlord may recover the following damages from Tenant:

1. The worth at the time of award of the unpaid rent and other sums due hereunder which had been earned at the time of termination of the Lease;

2. The worth at the time of award of the amount by which the unpaid rent and other sums due hereunder which would have been earned after the date of termination of this Lease until the time of award exceeds the amount of such loss of rent and other sums due that Tenant proves could have been reasonably avoided;

3. The worth at the time of award of the amount by which the unpaid rent and other sums due hereunder for the balance of the term after the time of award exceeds the amount of the loss of such rent and other sums that Tenant proves could have been reasonably avoided;

4. Any other amount, including attorney's fees and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease, or which in the ordinary course of things would be likely to result therefrom.

21.2.4 Definition. The "worth at the time of award" of the amounts referred to in subparagraph 21.2.3(1) and (2), above, is computed by allowing interest at the rate of ten (10%) per annum. The "worth at the time of award" of the amount referred to in subparagraph 21.2.3(3), above, is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

21.2.5 No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's breach of this Lease do not waive Landlord's right to recover damages under the foregoing provisions.

21.2.6 No Affect on Indemnification Provision. Nothing in Section 21.2 affects the right of Landlord to indemnification against liability arising prior to the termination of this Lease for personal injuries or property damage or against mechanic's liens or other loss and/or expense as may be provided for elsewhere in this Lease.

21.2.7 Remedies Cumulative. The foregoing remedies of Landlord shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or in equity.

22. No Other Agreements.

Both parties hereby declare and certify that neither of said parties has made any representations nor agreements to or with the other party in addition to, or in conflict with, the terms, covenants and conditions and representations between the parties upon the subject herein. Both parties agree that this Lease constitutes the entire agreement between the parties and can only be modified or amended by a written agreement signed by both parties.

23. Bankruptcy.

Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Landlord. Any purported transfer in violation of the provisions of this Article 23 shall constitute a breach of this Lease, and Landlord at its option by written notice to Tenant may, exercise all rights and remedies provided for in this Lease, without the necessity of further notice.

24. Signs.

Tenant will not erect any sign on the exterior of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. If Landlord consents to any such signs, Tenant will construct all such signs at its sole cost and expense, in accordance with all applicable laws, rules, regulations and covenants, conditions and restrictions affecting the Shopping Center and in accordance with plans and specifications approved by Landlord. Prior to the expiration or termination of this Lease, Tenant will remove any such signs and repair all damage as a result of such removal. All signage in the windows of the Premises shall be according to signage standards established by Landlord from time to time.

25. Legal Action.

In the event that either party hereto shall commence any legal action or proceedings, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Lease by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, its reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any. Any legal action or proceeding brought by either party under this Lease shall be brought in the County of San Diego, State of California.

26. Subordination.

Tenant agrees that this Lease is and shall always be subordinated to any mortgage, deed of trust, or other instrument of security which has been or shall be placed on the Premises, the Shopping Center or any part thereof and any modifications thereto, and such subordination is hereby made effective without any further act of Tenant. Tenant further agrees to execute at any time, and

from time to time, such documents as may be necessary to evidence such subordination of its rights hereunder. Notwithstanding the foregoing, Tenant's right to quiet possession at the Premises shall not be disturbed if Tenant timely performs all of its obligations under this Lease.

27. Holding Over.

If Tenant continues to occupy the Premises after the expiration of the Lease Term and Landlord elects to accept rent thereafter, a monthly tenancy terminable by either party on one month's notice shall be created, which shall be upon the same terms and conditions as those herein before specified with the exception of Minimum Monthly Rent which shall be increased to one hundred twenty five percent (125%) of the Minimum Monthly Rent in effect during the last month of the Lease Term.

28. General Provisions.

28.1 Joint and Several Liability. If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, then and in such event, the words "Landlord" or "Tenant" wherever used in this Lease are intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter, as the case may be, and the use of the singular shall include the plural.

28.2 Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

28.3 Relationship. Nothing contained in this Lease shall be deemed or construed by any person to create any relationship between the parties other than the relationship of Landlord and Tenant.

28.4 Captions. The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Unless otherwise expressly stated (a) references to Sections and paragraphs shall be deemed to be those contained in this Lease and (b) the terms "herein," "hereof," "hereto," "therein" and "thereof" refer to this Lease as a whole and not any particular article, section or paragraph.

29. Non-Waiver.

Any action or inaction on the part of Landlord concerning any default or breach of covenant on the part of Tenant will not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to affect the right of Landlord to insist upon the strict and punctual performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given Landlord on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of a similar or subsequent breach or default.

30. Successors in Interest.

Subject to the restrictions on assignment contained in this Lease, each and all of the covenants, agreements, obligations conditions and provisions of this Lease shall bind the successors, legal representatives and assigns of the respective parties hereto.

31. Recording.

Tenant will record this Lease or any memorandum thereof.

32. Remedies are Cumulative.

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law or in equity.

33. Quiet Possession.

Landlord covenants and warrants that it has full power, right and authority to lease the Premises as herein provided, and that Tenant, at all times during the term of this Lease, as long as Tenant will not be in default, shall have quiet and peaceful enjoyment of the Premises.

34. Zoning and Permits.

Tenant will be solely responsible for obtaining any permits or licenses necessary to conduct and operate its business on the Premises and Landlord makes no representation or warranty about the suitability of the Premises for the conduct of Tenant's business. Tenant will copy Landlord on any and all building permits issued for said premises.

35. Attornment.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Premises, the Shopping Center, or any portion thereof Tenant will attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

36. Estoppel Certificate.

Within ten (10) days after written request therefor by Landlord, (or in the event that upon any sale, assignment or hypothecation of the Premises or Shopping Center by Landlord, an offset statement or estoppel certificate shall be required from Tenant, Tenant agrees to execute and deliver in recordable form, a certificate addressed to any such proposed purchaser, assignee or mortgagee or to Landlord certifying that this Lease is in full force and effect (if such be the case) and that there are no defenses or offsets thereto claimed by Tenant and any other information relating to this Lease which Landlord reasonably requests. If Tenant fails to deliver the said certificate within ten (10) days after written request therefor, Tenant irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the said certificate to any third party. Any such certificate may be relied upon by any prospective purchaser, ground lessor, mortgagee or beneficiary under any deed of trust of the Premises or Shopping Center or any part thereof.

37. Nondiscrimination.

Tenant herein covenants by and for Tenant, Tenant's heirs, executors, administrators, successors and assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of age, race, sex, disability, religion, color, creed, national origin or ancestry, or any other basis proscribed by law, in the leasing, subleasing, transferring, use, occupancy, or enjoyment of the Premises, nor shall Tenant, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees in the Premises.

38. Quality and Suitability of Merchandise.

Tenant hereby acknowledges that the Shopping Center is designed and intended to be patronized by and acceptable to families and persons of all ages. Landlord reserves the right to prohibit any merchandise, displays, demonstrations, promotions, or any other activity which Landlord, in its sole and absolute discretion, determines is obscene, pornographic, illegal, immoral, or disreputable, or which Landlord believes is inconsistent with the image of the Shopping Center (whether or not such material is actionable or otherwise deemed to be actionable under law); and Tenant agrees, forthwith upon demand of Landlord, to cease carrying, selling, offering for sale, distributing or displaying any merchandise or engaging in any activity which Landlord has so prohibited.

39. Violations by Other Tenants.

Landlord shall not be responsible to Tenant hereunder for the non-observance or violation of any of the provisions of this Lease, or any other lease of the Shopping Center, by any other tenant. Landlord shall have the right, but not the obligation, to take action against any tenant for violation of any of the provisions of said Tenant's lease.

40. No Warranties by Landlord.

Landlord makes no warranty, guaranty, covenant or averment of any nature whatsoever concerning the condition of the Shopping Center, the Premises or the Common Area, including the physical condition thereof, or any condition which may affect the Premises, and it is agreed that Landlord will not be responsible for any loss, damage or costs which may be incurred by Tenant by reason of any such condition or conditions.

41. Name of Shopping Center.

Landlord reserves the right to change or modify the name of the Shopping Center as Landlord may desire from time to time in its sole and absolute discretion.

42. Lease to be Signed.

Submission of this instrument for examination or signature by Tenant does not constitute an offer, nor shall either party be bound to any of the terms of this Lease or the entirety of the Lease itself until both parties have fully executed a final document and an original signed document is received by both

parties. Until such time as is described in the previous sentence either party is free to terminate negotiations with no obligation to the other.

43. Force Majeure.

Unless the same will cause the other party to be in default under any obligation to any party, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease; provided that in order to excuse its delay under this Article 43, a party shall notify the other party in writing of its intention to do so within ten (10) days following its receipt of notice that such delay shall occur.

44. Landlord's Liability.

The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title of the Premises, and in the event any transfer of such interest, Landlord herein named (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided Landlord has delivered any remaining balance of the Deposit to such transferee. The obligation contained in this Lease to be performed by Landlord shall, subject to the foregoing, be binding on Landlord's successors and assigns only during their respective periods of ownership.

45. Broker's Fees.

Tenant warrants that it has not dealt with any real estate brokers or agents in connection with this Lease or its negotiation. Tenant shall defend, indemnify and hold Landlord harmless from any costs, expenses or liabilities (including attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease through negotiation or by reason of any act of Tenant.

46. Landlord's Tenant Improvements. (attached as Exhibit "B")

Landlord shall not be responsible for any Tenant Improvements, but will be available for consultation and prior approval as required on any Tenant Improvements planned for by Tenant. Landlord shall however, provide all electrical, lighting and plumbing fixtures, heat and air conditioning in good working order. Landlord shall install new ceiling tiles throughout space. New locking door between the two suites shall be installed. Remove the sink cabinet in bathroom and the sink and cabinetry in first office on the right behind reception area located at 7381 Jackson Drive. Landlord must obtain any permits in relation to the work performed by the Landlord.

47. Tenant's Improvements.

Tenant will submit plans and specifications to Landlord for any planned structural improvements for approval prior to any installation and/or demolition. Tenant will also contact Landlord's construction and/or maintenance representative prior to any work being commenced.

48. Contingency.

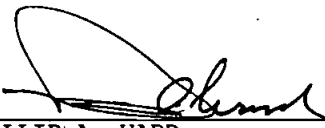
At any time during the lease agreement, Tenant may terminate in the event the Community Service Center Program or Police Storefront Program does not receive annual funding with sixty (60) days prior written notice.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed these presents, personally or by officers or agents thereunto duly authorized.

"Landlord"

BIG BEAR CORPORATION

BY:

  
PHILLIP A. WARD,  
Executive Vice President

DATE

2/15/98

"Tenant"

THE CITY OF SAN DIEGO,  
A California Municipal Corp.

BY: Real Estate Assessts Dept.

ITS:

  
JANE E. VICKERS, DEPUTY DIRECTOR

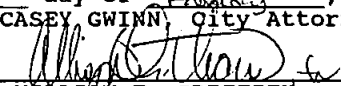
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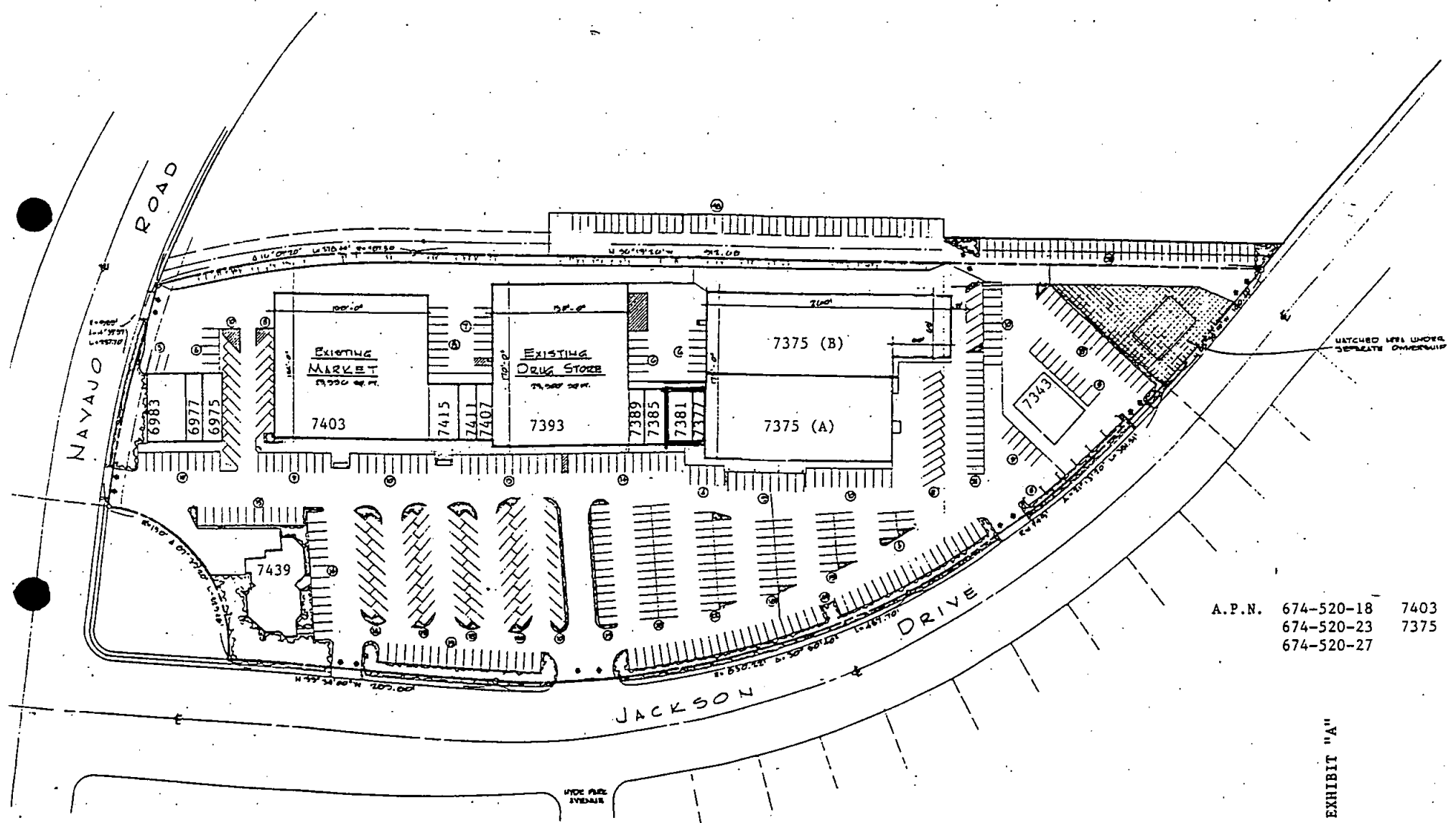
February 3, 1998

Approved as to form and legality this

9<sup>th</sup> day of February, 1998 ACT  
CASEY GWINN, City Attorney

By:

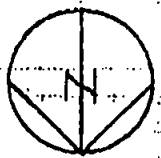
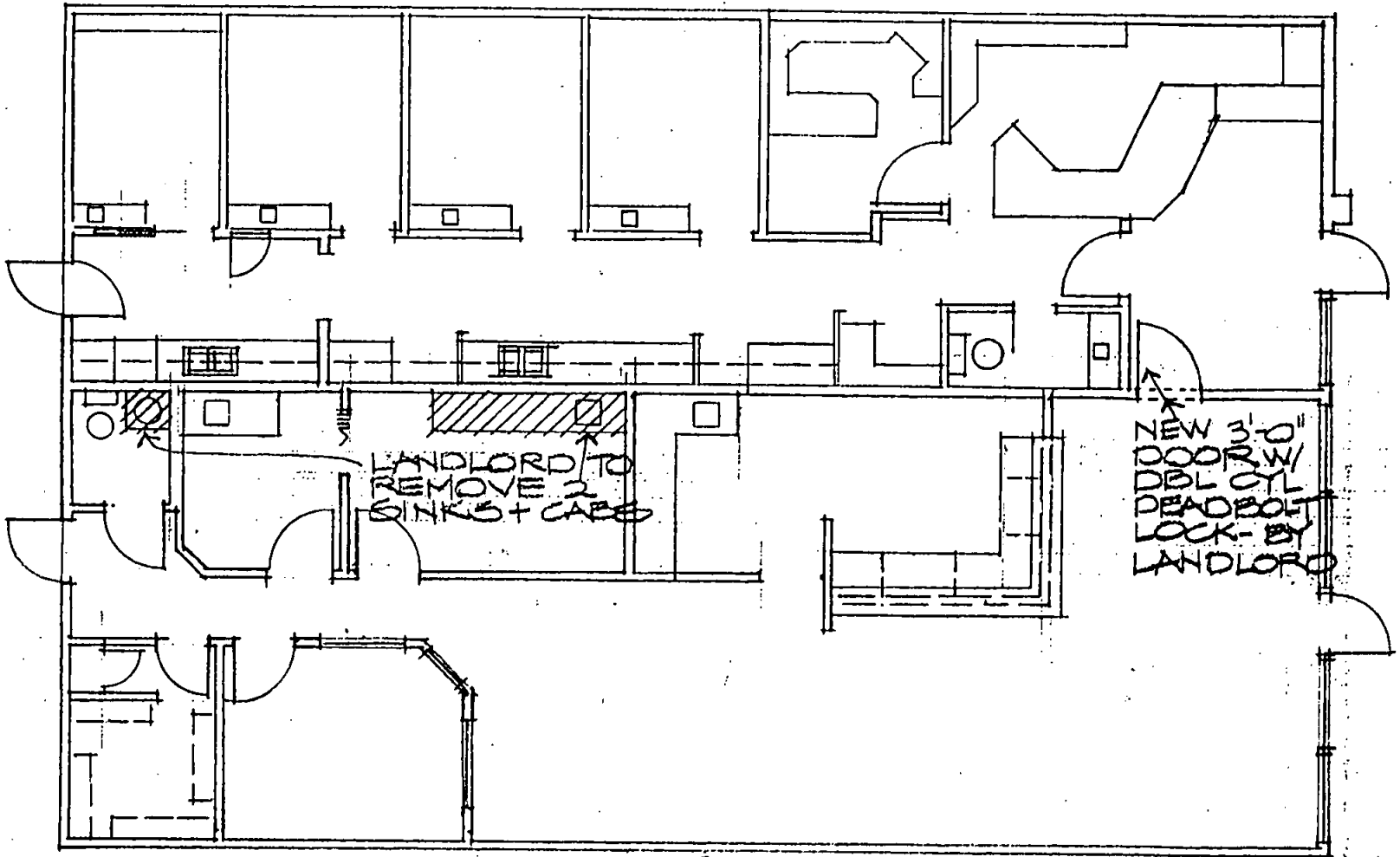
  
WILLIAM T. GRIFFITH,  
Deputy City Attorney



|                   |      |
|-------------------|------|
| A.P.N. 674-520-18 | 7403 |
| 674-520-23        | 7375 |
| 674-520-27        |      |

EXHIBIT "A"

LANDLORD IMPROVEMENTS  
EXHIBIT "B"



EXISTING CONDITIONS/DEMOLITION PLAN  
NAVAJO COMMUNITY SERVICE CENTER  
7377 + 738 JACKSON DRIVE  
SCALE: 1/8" = 1'-0" 14 NOV 97 / REV. 7 DEC 97

CITY OF SAN DIEGO  
REQUEST FOR  
**CITY MANAGER ACTION**

|                         |                                                                           |                              |
|-------------------------|---------------------------------------------------------------------------|------------------------------|
| TO: <b>CITY MANAGER</b> | FROM: (ORIGINATING DEPT.)<br><b>CITY MANAGER/COMMUNITY SERVICE CENTER</b> | DATE<br><b>Feb. 26, 2002</b> |
|-------------------------|---------------------------------------------------------------------------|------------------------------|

SUBJECT: **NAVAJO - COMMUNITY SERVICE CENTER - LEASE AMENDMENT**

**ACTION REQUESTED:**

1. Approve the Lease Amendment with Big Bear Supermarket No. 3, a California corporation, Landlord.
2. Authorize the expenditure of 6,000.00 from the FY 2002 Citywide Community Service Center Budget Appropriation.

**SUPPORTING INFORMATION:**

**ENVIRONMENTAL IMPACT:** This activity is exempt from CEQA pursuant to State CEQA guidelines, Section 15301.

**COMMUNITY AREA:** Navajo

**COUNCIL DISTRICT:** Madaffer (7)

**ATTACHMENTS:** Resolution (RR-287875)

On September 30, 1996, the City Council approved the Resolution (RR-287875) granting the City Manager the authorization to negotiate and execute leases for the Community Service Centers, with the leases being drawn up in accordance with the City's general lease standards, subject to compliance with all applicable City regulations, and at locations approved by the office of the City Council member for the Council District in which the Community Service Center is to be located.

The Navajo Community Service Center is located at 7377 and 7381 Jackson Drive, occupying approximately 2,400 square feet of office space. The extended lease term will be for three (3) years, terminating on January 31, 2005. The rental rate is \$1.25 per square foot flat throughout the lease term. This rate is below market value as compared to similar buildings in the area.

**FISCAL IMPACT:** \$6,000.00 Base Rent for FY 2002 - rent for May and June.

**DOCUMENT NO.** C-11374

**FILED** APR 28 2002  
**OFFICE OF THE CITY CLERK**  
**SAN DIEGO, CALIFORNIA**

Please Route to Appropriate Authority Ref. AR.25.60 or 25.70

| ACCOUNTING INFORMATION                                        |                                    |  | ROUTING AND APPROVAL                           |                          |         |
|---------------------------------------------------------------|------------------------------------|--|------------------------------------------------|--------------------------|---------|
| BUDGETED                                                      | UNBUDGETED                         |  | APPROVING AGENCY                               | APPROVAL                 | DATE    |
|                                                               |                                    |  | DEPARTMENT DIRECTOR                            | <i>[Signature]</i>       | 3/6/02  |
| FUND                                                          | 10170                              |  | CLEARING AUTHORITY<br>(TIM C. ROTHMAN, READ)   | <i>[Signature]</i>       | 3/6/02  |
| DEPARTMENT                                                    | 1705                               |  | CLEARING AUTHORITY<br>(EOCP)                   | <i>Rebecca Mickelson</i> | 3/13/02 |
| ORGANIZATION                                                  | 2002                               |  | CLEARING AUTHORITY<br>(FINANCIAL MANAGEMENT)   | <i>[Signature]</i>       | 4/9/02  |
| OBJECT ACCOUNT                                                | 4682                               |  | CLEARING AUTHORITY<br>(TAMMY RIMES)            | <i>Tammy Rimes</i>       |         |
| JOB ORDER NO.                                                 | 001705                             |  | CLEARING AUTHORITY                             |                          |         |
| CIP NO.                                                       |                                    |  | CLEARING AUTHORITY                             |                          |         |
| FACILITY                                                      |                                    |  | CLEARING AUTHORITY<br>(BRUCE HERRING)          | <i>BA</i>                | 4/6/02  |
| AMOUNT                                                        |                                    |  | ASSIST. CITY MANAGER                           |                          |         |
| ESTIMATED COST \$6,000.00                                     |                                    |  | AUDITOR                                        | <i>[Signature]</i>       | 4/16/02 |
| AUDITORS CERTIFICATE NUMBER <u>AC 2201025</u>                 |                                    |  | ORIGINATING DEPARTMENT<br>(DIANA MONACO, READ) | <i>D. Monaco</i>         | 4/26/02 |
| FOR INFORMATION CONTACT:                                      |                                    |  | CITY MANAGER                                   |                          |         |
| NAME <i>[Signature]</i> Diana Monaco/Tammy Rimes/Craig Gibson |                                    |  | CITY ATTORNEY                                  | <i>[Signature]</i>       | 4/26/02 |
| MAIL STATION<br>51A                                           | TELEPHONE NO.<br>66081/34176/66727 |  | CITY CLERK                                     | <i>Mary-L. Cepeda</i>    | 4/28/02 |

The City of San Diego  
**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

AC 2201025  
DEPT. \_\_\_\_\_  
NO. 080

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |  |  |  |  |  |  |  |  |  |  |
|-----------------|--|--|--|--|--|--|--|--|--|--|
|                 |  |  |  |  |  |  |  |  |  |  |
|                 |  |  |  |  |  |  |  |  |  |  |
|                 |  |  |  |  |  |  |  |  |  |  |
|                 |  |  |  |  |  |  |  |  |  |  |
|                 |  |  |  |  |  |  |  |  |  |  |
| TOTAL AMOUNT    |  |  |  |  |  |  |  |  |  |  |

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$6,000.00

Vendor: BIG BEAR SUPERMARKET NO. 3

Purpose: Authorize the expenditure of funds for the Navajo Community Service Center rent payments through the end of  
FY02. FIRST AMENDMENT

Date: April 16, 2002 By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |          |       |      |      |         |           |                      |                |          |            |
|-----------------|----------|-------|------|------|---------|-----------|----------------------|----------------|----------|------------|
| ACCTG.<br>LINE  | CY<br>PY | FUND  | DEPT | ORG. | ACCOUNT | JOB ORDER | OPERATION<br>ACCOUNT | BENF/<br>EQUIP | FACILITY | AMOUNT     |
| 001             | 0        | 10170 | 1705 | 2002 | 4682    | 001705    |                      |                |          | \$6,000.00 |
|                 |          |       |      |      |         |           |                      |                |          |            |
|                 |          |       |      |      |         |           |                      |                |          |            |
|                 |          |       |      |      |         |           |                      |                |          |            |
|                 |          |       |      |      |         |           |                      |                |          |            |
| TOTAL AMOUNT    |          |       |      |      |         |           |                      |                |          | \$6,000.00 |

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2201025

CITY OF SAN DIEGO  
REQUEST FOR  
**CITY MANAGER ACTION**

|                            |                                                                            |                                 |
|----------------------------|----------------------------------------------------------------------------|---------------------------------|
| <b>TO:</b><br>CITY MANAGER | <b>FROM: (ORIGINATING DEPT.)</b><br>CITY MANAGER/COMMUNITY SERVICE CENTERS | <b>DATE</b><br>FEBRUARY 3, 1998 |
|----------------------------|----------------------------------------------------------------------------|---------------------------------|

|                                                                    |                                    |
|--------------------------------------------------------------------|------------------------------------|
| <b>SUBJECT:</b><br>NAVAJO COMMUNITY SERVICE CENTER LEASE AGREEMENT | <b>DOCUMENT NO.</b> <u>C-08568</u> |
|--------------------------------------------------------------------|------------------------------------|

|                                                                                                                                                                                                        |                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>ACTION REQUESTED:</b><br>Approve Lease Agreement with Big Bear Corporation, the Landlord.<br><br>Authorize the expenditure of \$12,600 from FY 1998 Community Service Centers Budget Appropriation. | <b>FILED</b> <u>FEB 11 1998</u><br><b>OFFICE OF THE CITY CLERK</b><br>SAN DIEGO, CALIFORNIA |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

**SUPPORTING INFORMATION:**

**ENVIRONMENTAL IMPACT:** This activity is exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

**COMMUNITY AREA:** Navajo

**COUNCIL DISTRICT:** Judy McCarty (7)

**CITY CLERK INSTRUCTION:** Documented copy to Marcia K. Samuels at M.S. 5A and Original copy to Big Bear Corporation (Landlord), (Attn: Carol Williams) at 5075 Federal Boulevard, San Diego, CA 92102

**ATTACHMENTS:** Lease Agreement

On September 30, 1996, the City Council approved the Resolution (RR-287875) granting the City Manager the authorization to negotiate and execute leases for new Community Service Centers, with the leases being drawn up in accordance with the City's general lease standards subject to compliance with all applicable City regulations, and at locations approved by the office of the City Council member for the Council District in which the Community Service Center is to be located.

The Navajo Community Service Center will be located at 7381 and 7377 Jackson Drive occupying approximately 2,400 square feet of office space. The term of the Lease will be four (4) years. The target commencement date is February 1, 1998, terminating on January 31, 2002.

**FISCAL IMPACT:** \$30,240 per year for a period of four (4) years.

Please Route to Appropriate Authority Ref. AR.25.60 or 25.70

| Accounting Information   | Budgeted                       | Unbudgeted    | ROUTING AND APPROVAL                  |                     |         |
|--------------------------|--------------------------------|---------------|---------------------------------------|---------------------|---------|
| Fund                     | 10170                          |               |                                       |                     |         |
| Department               | 1705                           |               |                                       |                     |         |
| Organization             | 1998                           |               | Approving Agency                      | APPROVAL            | DATE    |
| Object account           | 4682                           |               | Originating Dept (SAMUELS) 1          | Marcia K. Samuels   | 2/3/98  |
| Job Order No.            | 001705                         |               | Real Estate Assets (VICKERS) 2        | Joe E. Vickers      | 2/3/98  |
| C.I.P. No.               |                                |               | EOCP 3                                | Mona M. Turner      | 2/4/98  |
| Facility                 |                                |               | Financial Mgmt 4                      | Kelly Leonard       | 2-4-98  |
| Amount                   | \$12,600                       |               | Auditor (O'HANLON) 5                  | Carole O'Hanlon     | 2/5/98  |
| Estimated Cost:          | \$12,600                       |               | Asst. City Manager (CULBRETH-GRAFT) 6 | Kelly Leonard       | 2-5-98  |
| Auditors Certificate No. | AC 9800920                     |               | City Attorney (GRIFFITH) 7            | William H. Griffith | 2/9/98  |
| For Information Contact: |                                |               | City Clerk 8                          | Genny Kincaid       | 2/11/98 |
| Name:                    | Marcia K. Samuels/Diana Lozano |               |                                       |                     |         |
| Mail Station             | 5A/51A                         | Telephone No. | 235-5746/236-6081                     |                     |         |

**The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

AC 9800920  
ORIGINATING DEPT. NO.: 075

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount \_\_\_\_\_ Fund \_\_\_\_\_

Purpose \_\_\_\_\_

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

AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |       |      |      |      |         |           |                   |             |          |        |
|-----------------|-------|------|------|------|---------|-----------|-------------------|-------------|----------|--------|
| ACCTG. LINE     | CY PY | FUND | DEPT | ORG. | ACCOUNT | JOB ORDER | OPERATION ACCOUNT | BENF/ EQUIP | FACILITY | AMOUNT |
|                 |       |      |      |      |         |           |                   |             |          |        |
|                 |       |      |      |      |         |           |                   |             |          |        |
|                 |       |      |      |      |         |           |                   |             |          |        |
|                 |       |      |      |      |         |           |                   |             |          |        |
|                 |       |      |      |      |         |           |                   |             |          |        |
|                 |       |      |      |      |         |           |                   |             |          |        |
| TOTAL AMOUNT    |       |      |      |      |         |           |                   |             |          |        |

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed \$ 12,600.00

Vendor Big Bear Corporation

Purpose Authorizing the expenditure of funds for the Lease Agreement with Landlord for the Navajo Community Service Center.

Date February 05, 1998 By: Carole O'Hanlon

AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |       |       |      |      |         |           |                   |             |          |             |
|-----------------|-------|-------|------|------|---------|-----------|-------------------|-------------|----------|-------------|
| ACCTG. LINE     | CY PY | FUND  | DEPT | ORG. | ACCOUNT | JOB ORDER | OPERATION ACCOUNT | BENF/ EQUIP | FACILITY | AMOUNT      |
| 1               | 0     | 10170 | 1705 | 1998 | 4682    | 001705    |                   |             |          | \$12,600.00 |
|                 |       |       |      |      |         |           |                   |             |          |             |
|                 |       |       |      |      |         |           |                   |             |          |             |
|                 |       |       |      |      |         |           |                   |             |          |             |
|                 |       |       |      |      |         |           |                   |             |          |             |
| TOTAL AMOUNT    |       |       |      |      |         |           |                   |             |          | \$12,600.00 |

FUND OVERRIDE ☐

AC 9800920



# THE CITY OF SAN DIEGO

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101  
(619) 533-4464 • FAX: 533-4474

### WORK FORCE REPORT

#### EXHIBIT "C"

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

### CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☒ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Big Bear Corporation

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 5075 Federal Blvd

City San Diego County San Diego State CA Zip 92102

Telephone Number: (619) 263-3161 FAX Number: (619) 263-0942

Name of Company CEO: John C. Mabey

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

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

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Type of Business: Real Estate Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

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

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of Big Bear Corp  
(Firm Name)

San Diego CA  
(County) (State)

hereby certify that information provided herein is true and correct. This document was executed on this day of 1-30, 1998.

Vickie Simmons  
(Authorized Signature)

Vickie Simmons  
(Print Authorized Signature Name)

# WORK FORCE REPORT - Page 2

NAME OF FIRM: Big Bear Corporation

DATE: 1/30/98

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| (1) African-American, Black                          | (5) Filipino                                         |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian                                        |
| (3) Asian, Pacific Islander                          | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo                          |                                                      |

| OCCUPATIONAL CATEGORY                                               | (1)<br>African-American |     | (2)<br>Latino |     | (3)<br>Asian |     | (4)<br>American Indian |     | (5)<br>Filipino |     | (6)<br>Caucasian |     | (7)<br>Other Ethnicities |     |
|---------------------------------------------------------------------|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
|                                                                     | (M)                     | (F) | (M)           | (F) | (M)          | (F) | (M)                    | (F) | (M)             | (F) | (M)              | (F) | (M)                      | (F) |
| Executive, Administrative, Managerial                               | 1                       |     |               |     |              |     |                        |     |                 |     |                  | 1   |                          |     |
| Professional Specialty                                              |                         |     |               |     |              |     |                        |     |                 |     |                  | 1   |                          |     |
| Engineers/Architects                                                |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Technicians and Related Support                                     |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Sales                                                               |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Administrative Support/Clerical                                     |                         | 1   |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Services                                                            |                         |     |               |     |              |     |                        |     |                 |     | 1                | 4   |                          |     |
| Precision Production, Craft and Repair                              |                         |     | 2             |     |              |     |                        |     |                 |     | 3                |     |                          |     |
| Machine Operators, Assemblers, Inspectors                           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Transportation and Material Moving                                  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers* |                         |     | 9             |     |              |     | 1                      |     |                 |     | 2                | 1   |                          |     |

\*Construction labors and other field employees are not to be included on this page

|                    |   |   |    |  |  |  |   |  |  |  |   |   |  |  |
|--------------------|---|---|----|--|--|--|---|--|--|--|---|---|--|--|
| TOTALS EACH COLUMN | 1 | 1 | 11 |  |  |  | 1 |  |  |  | 6 | 7 |  |  |
|--------------------|---|---|----|--|--|--|---|--|--|--|---|---|--|--|

|                           |    |
|---------------------------|----|
| GRAND TOTAL ALL EMPLOYEES | 27 |
|---------------------------|----|

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE<sup>a</sup> DISABLED:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

NON-PROFIT ORGANIZATIONS ONLY:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| BOARD OF DIRECTORS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| VOLUNTEERS         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ARTISTS            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

# WORK FORCE REPORT (Construction) - Page 3

NAME OF FIRM: Big Bear Corporation DATE: 1/30/98

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| (1) African-American, Black                          | (5) Filipino                                         |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian                                        |
| (3) Asian, Pacific Islander                          | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo                          |                                                      |

| OCCUPATIONAL CATEGORY                 | (1)<br>African-American |     | (2)<br>Latino |     | (3)<br>Asian |     | (4)<br>American Indian |     | (5)<br>Filipino |     | (6)<br>Caucasian |     | (7)<br>Other Ethnicities |     |
|---------------------------------------|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
|                                       | (M)                     | (F) | (M)           | (F) | (M)          | (F) | (M)                    | (F) | (M)             | (F) | (M)              | (F) | (M)                      | (F) |
| Carpenter                             |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Drywall Installers                    |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Electrician                           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Elevator Installers                   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Finishers, Concrete or Terrazzo       |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Glaziers                              |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Helpers, Construction Trade           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Ironworkers, Structural Metal Workers |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Laborers                              |                         |     | 2             |     |              |     |                        |     |                 |     | 3                |     |                          |     |
| Millwrights                           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Masons, Bricklayers                   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Tilesetters                           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Operators                             |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Painters                              |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Pipefitter, Plumbers                  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Plasterers                            |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Roofers                               |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Security, Protective Services         |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Sheet Metal, Duct Installers          |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Welders, Cutters                      |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| TOTALS EACH COLUMN                    |                         |     | 2             |     |              |     |                        |     |                 |     | 3                |     |                          |     |

GRAND TOTAL ALL EMPLOYEES 5

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|