



CALIFORNIA VANPOOL AUTHORITY

A JOINT POWERS PUBLIC TRANSIT AGENCY

MEETING AGENDA

Meeting Date: Thursday, April 11th, 2024
Meeting Time: 10:00 A.M. | In-person & Virtual Teleconference
Meeting Place(s): 1209 L Street, Golden State Room, Sacramento, CA 95814

In compliance with the Americans with Disabilities Act, if you are a disabled person and need a disability-related modification or accommodation to participate in this meeting, please contact CalVans at 1 (866) 655-5444. Notification 48 hours before the meeting will enable CalVans to make reasonable arrangements to ensure accessibility to this meeting.

TELECONFERENCE PARTICIPATION

To be a voting participant in action items appearing on the agenda, the participant's teleconference location must appear on the "Teleconference Locations" list and the participant must post the agenda in a location accessible to the general public no less than 72 hours before the announced meeting time, in accordance and within the requirements of the Brown Act (Gov. Code, § 54950 et seq.) Board Directors may attend online due to emergency or just cause at a location that may not be open to the public.

At the announced time of the meeting, teleconference participants may join the meeting via one of the following.

JOIN BY COMPUTER

Direct Link:

<https://us06web.zoom.us/j/92158770933?pwd=SnIEWU94dUVRNVh4K1N5ZFhHYk9sdz09>

Zoom Meeting ID: **921 5877 0933** Passcode: **3ifRYw**

JOIN BY PHONE

One tap mobile: **+14086380968,,92158770933#,,,,*898831#** US (San Jose)
+16694449171,,92158770933#,,,,*898831# US (San Jose)

Dial in: **+1 669 900 6833** US (San Jose)
+1 877 853 5257 US (Toll-free)



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

2024 BOARD DIRECTOR & MEMBER AGENCY LIST

Steve McShane, *Chairman*

Representing Association of Monterey Bay Area Governments
Councilmember District 3, City of Salinas

Miguel Villapudua

Representing San Joaquin Council of Governments
Councilmember District 1, County of San Joaquin

Robert Poythress, *Vice-Chairman*

Representing Madera County Transportation Commission
Supervisor District 3, Madera County

Bob Nelson

Representing Santa Barbara County Association of
Governments
Supervisor 4th District, Santa Barbara County

James Horn

Representing Fresno Council of Governments
Mayor, City of Coalinga

Javier Lopez

Representing Stanislaus Council of Governments
Mayor, City of Ceres

Ana Beltran

Representing Imperial County Transportation Commission
Council Member, City of Westmoreland

Kellie Carrillo

Representing Tulare County Association of Governments
Vice-Mayor, City of Porterville

Gurpal Samra

Representing Merced County Association of Governments
Councilmember, City of Livingston

Jim White

Representing Ventura County Transportation Commission
Citizen Representative, City of Ventura

Joey DeConinck

Representing Riverside County Transportation Commission
Councilmember, City of Blythe

Vacant, ex Officio Member

Representing the California Department of Transportation

Vacant, ex Officio Member

Representing San Joaquin Valley Air Pollution Control District

ADDITIONAL TELECONFERENCE LOCATIONS

1. Association of Monterey Bay Area Governments, 147 Fourth Street, Community Room, Gonzales, CA 93936
2. Association of Monterey Bay Area Governments, 200 Lincoln Avenue, Salinas, CA 93901
3. Fresno Council of Governments, Huron City Hall, Council Chambers, 36311 Lassen Avenue, Huron, CA 93234
4. Fresno Council of Governments, 2035 Tulare St, Suite 201, Fresno, CA 93721
5. Imperial County Transportation Commission, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243
6. Imperial County Transportation Commission, 351 W. Main St. Westmorland, CA 92281
7. Madera County Transportation Commission, 2001 Howard Road, Room 201, Madera, CA 93637
8. Madera County Transportation Commission, 200 W. Fourth Street, Room 4006, Madera, CA 93637
9. Merced County Association of Governments, Conference Room, 369 West 18th Street, Merced, CA 95340
10. Riverside County Transportation Commission, City Hall, 235 North Broadway, Blythe, CA. 92225
11. San Joaquin Council of Governments, 555 E. Weber Avenue, Stockton, CA 95202
12. Santa Barbara County Association of Governments, 511 E. Lakeside Parkway, Suite 47, Santa Maria, CA 93455
13. Stanislaus Council of Governments, 111 I Street, Suite 308, Modesto, CA 95354
14. Tulare County Association of Governments, Conference Room, 210 N Church St., Suite B, Visalia, CA 93291
15. Tulare County Association of Governments, 291 N. Main St., Porterville, CA 93257
16. Ventura County Transportation Commission, Solvang City Hall, 1644 Oak Street Solvang, Ca. 93463
17. Ventura County Transportation Commission, 848 Danbury Ct, Ventura, CA 93004



CalVans Board of Directors Regular Meeting Agenda
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1) CALL TO ORDER

2) ESTABLISHMENT OF A QUORUM / ROLL CALL

3) APPROVAL OF AGENDA AS POSTED (OR AMENDED)

At this time the Board members may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.

4) PUBLIC COMMENTS - (Unscheduled appearances)

The public may address the Board on any matter of the California Vanpool Authority that is not on the agenda. The Chair reserves the right to limit the time of presentations by individual or topic.

5) CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made to remove the item from the Consent Calendar.

5-1. ACTION: Approval of Minutes of March 14th, 2024, Board Meeting

6) ACTION ITEMS / DISCUSSION ITEMS

6-1. ACTION: Approval of Resolution 24-007 of Captive Feasibility Study

6-2. ACTION: Approval of Resolution 24-008 of Intent to Lease Real Property

6-3. ACTION: Approval of Resolution 24-009 to purchase DANNAR MPS

7) FINANCIAL, STAFF REPORT & SYSTEM UPDATES & DIRECTOR'S REPORT

7-1. INFORMATION: Agency Financials Update & Current Budget

7-2. INFORMATION: Agency Regional Updates, ICE & EV Fleet Activity, Director's Report

7-3. INFORMATION: JPA Update

8) CLOSED SESSION

Pursuant to Government Code Section 54956.95, the Executive Committee will hold a closed session to discuss any, or all claims listed on the agenda. The confidential claims reports will be destroyed after the meeting.

8-1. Public Employee Performance Evaluation (Government Code Section 54957(b)(1))

Title: Executive Director

9) REPORT FROM CLOSED SESSION

Report from Closed Session: Pursuant to Government Code Section 54957.1, the Board of Directors must report in open session any reportable action taken in closed session.

9-1. Report out any action taken in Closed Session.

10) OTHER BUSINESS / INFORMATION / CLOSING COMMENTS



CalVans Board of Directors Regular Meeting Agenda
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This time is set aside for the Board of Directors or Executive Committee members and staff to announce items/activities that may be of general interest. There will be no Board of Directors discussion on various matters involving CalVans except to ask questions or refer matters to staff, and no action will be taken unless listed on a subsequent agenda.

10-1. INFORMATION: Board Member Updates & Requests for Future Agenda Items

11) ADJOURNMENT

NOTICES: Upcoming Board Meeting (In-Person & Teleconference):
Thursday, May 9th, 2024, at 10:00 A.M..



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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Meeting Minutes

A meeting of the California Vanpool Authority was called to order by Chairman Steve McShane at 10:02 A.M. on Thursday, March 14th, 2024, via teleconference.

2024 California Vanpool Authority Member Agencies

AMBAG - Association of Monterey Bay Area Governments
 Fresno COG - Fresno Council of Governments
 ICTC - Imperial County Transportation Commission
 MCTC - Madera County Transportation Commission
 MCAG - Merced County Association of Governments
 RCTC - Riverside County Transportation Commission

SJCOG - San Joaquin Council of Governments
 SBCAG - Santa Barbara County Association of Governments
 StanCOG - Stanislaus Council of Governments
 TCAG - Tulare County Association of Governments
 VCTC - Ventura County Transportation Commission

1. Call to Order

Roll Call - Clerk of the Board

Member Agency	Present	Absent (A) Alternate	Joined after Roll Call
AMBAG	Steve McShane	Scott Funk (A)	
MCTC		Robert Poythress / Jose Rodriguez (A)	
Fresno COG		James Horn / Brandon Pursell (A)	
ICTC		Ana Beltran / Maria Nava-Froelich (A)	10:07 A.M.
MCAG	Gurpal Samra	Pat Nagy (A)	
RCTC	Joseph DeConinck		
SJCOG		Miguel Villapudua	
SBCAG	Bob Nelson / Ariston Julian(A)		
StanCOG	Javier Lopez	Buck Condit (A)	
TCAG	Liz Wynn (A)	Kellie Carrillo	
VCTC	James "Jim" White	Mike Johnson (A)	

Staff/Visitors in attendance:

First Name	Last Name	Organization	03/14/24
Georgina	Landecho	CalVans - Executive Director	X
Magdalena	Atilano	CalVans - Office/Payroll Manager	X
Gabriela	Pacheco	CalVans - Transit Coordinator	X
Tomas	Hernandez	CalVans - Transit Coordinator	X
Carmen	Mora	CalVans - Transit Coordinator	X
Teresa	Rodriguez	CalVans - Transit Coordinator	X
Hilda	Rios	CalVans - Transit Assistant III	X
Amanda	Ruch	CalVans - Account Clerk III	X
Monica	Sarzi	CalVans - Account Clerk III	X
Diana	Huerta McClearn	CalVans - Account Clerk III	X
Arturo	Garcia	CalVans - Account Clerk II	X
Miguel	Solorio	CalVans - Service Writer	X
David	Kahn	Kahn, Soares & Conway, CalVans Attorney	X
Eileen	Goodwin	Apex Strategies, Transit Advisor	X
William	Powell	Transit Capital Support Services, NTD Consultant	X
Stephanie	Davis	StanCOG	X

Monica	Streeter	StanCOG	X
Leigh	Brown	RCTC	X
Brian	Cunanan	RCTC	X
Natalia	Austin	MCTC	X
Erik	Noriega	SBCAG	X
Cristi	Lerma	ICTC	X
Edith	Verdin	SJCOG	X
Erika	Romero	CalEEC	X
Giancarlo	Bruno	TCAG	X
		KART	X

2. Unscheduled Appearances: None

3. Approval of Agenda as posted (or amended)

4. Public Comment - (Unscheduled appearances): None

5. Consent Calendar

5-1. Approval of Board meeting minutes for February 8th, 2024. Motion approved.

Motion Made By: White			
2 nd Motion By: Nelson			
Motion (Pass/Fail): Pass			
<i>Commissioner</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Steve McShane	X		
Gurpal Samra	X		
Joseph DeConinck	X		
Bob Nelson	X		
Javier Lopez	X		
Liz Wynn	X		
James "Jim" White	X		

6. Action Items

6-1. **ACTION:** Approval of Resolution of Intent to Purchase Real Property. Motion approved

Motion Made By: Samra			
2 nd Motion By: Nelson			
Motion (Pass/Fail): Pass			
<i>Commissioner</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Steve McShane	X		
Gurpal Samra	X		
Joseph DeConinck	X		
Bob Nelson	X		
Javier Lopez	X		
Liz Wynn	X		
James "Jim" White	X		

6-2. **ACTION:** Approval of Draft of Revised Joint Powers Authority. Motion approved.

Motion Made By: Nelson			
2 nd Motion By: White			
Motion (Pass/Fail): Pass			
<i>Commissioner</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Steve McShane	X		
Gurpal Samra	X		
Joseph DeConinck	X		
Bob Nelson	X		
Javier Lopez	X		
Liz Wynn	X		
James "Jim" White	X		

6-3. **ACTION:** Approval to Declare Surplus Property. Motion approved.

Motion Made By: Samra			
2 nd Motion By: Nelson			
Motion (Pass/Fail): Pass			
<i>Commissioner</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Steve McShane	X		
Gurpal Samra	X		
Joseph DeConinck	X		
Bob Nelson	X		
Javier Lopez	X		
Liz Wynn	X		
James "Jim" White	X		

6-4. **ACTION:** Approval to Engage with AHSC Round 8 Project Partners. Motion approved.

Motion Made By: Nelson			
2 nd Motion By: Samra			
Motion (Pass/Fail): Pass			
<i>Commissioner</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>
Steve McShane	X		
Gurpal Samra	X		
Joseph DeConinck	X		
Bob Nelson	X		
Javier Lopez	X		
Liz Wynn	X		
James "Jim" White	X		

7) Staff Report and System Updates

7-1. **INFORMATION:** Agency Financials Update & Current Budget

Review of agency financials for the period ending February 29, 2024. CalVans' accounting staff was present to answer questions regarding agency standings and the status of the current budget. No questions or concerns.

7-2. INFORMATION: Agency Regional Updates, Fleet Activity, Director's Report

Executive Director Landecho provided a brief update on all regions. CalVans operated 448 total vans in February 2024; 342 Ag vans and 106 general occupation vanpools, which include four (4) 24-hour vans. The fleet reported 323,314 revenue miles, across all regions, in February. Transit Coordinators, Carmen Mora, Gabriela Pacheco, Teresa Rodriguez, and Tomas Hernandez were present for questions regarding their area of responsibility. Director Samra presented a question regarding the number of vehicles reported in Merced, to which Georgina confirmed vehicles in the report reflect the location of the vehicle at the time the report is pulled. Moving forward, the report will reflect the location of the volunteer drivers' residence. No other questions or concerns.

7-3. INFORMATION: EEC Update (Lobbyist)

A brief overview of the CalVans bill report was given, by Executive Director Landecho, to inform CVA board members and interested parties of the status of the scope of work and legislative directives and updates. No questions or concerns.

7-4. INFORMATION: EV Van Fleet Update

CalVans shared an EV Project Timeline, which provided 5 stages, from September 2023 to April 2024. As of February 2024, CalVans is currently at Stage 3 with community outreach engagement and the beginning of project deliverables. No questions or concerns.

7-5. INFORMATION: PARS Client Review

Retirement Enhancement Plan (REP) Client Review Report for CalVans and current Defined Benefit Plan was discussed. No questions or concerns.

7-6. INFORMATION: UC Berkley EV Study

CalVans staff provided a summary of the Stakeholder EV Study for Watsonville, which discussed 3 barriers. No questions or concerns.

- Barrier 1: Insufficient Planning and Mapping to Identify and Deploy EV Chargers
- Barrier 2: High Cost of Installing and Using Chargers
- Barrier 3: High Cost of Installing and Using Charger Solutions

8. Other Business / Information / Closing Comments

8-1. INFORMATION: Board Member Updates & Requests for Future Agenda Items

8-2. INFORMATION: Conflict of Interest Cod (Form 700) Due April 1, 2024

9. Adjournment: Time: 11:04 A.M.

Notices: Upcoming Board Meeting (In-Person & Teleconference): Thursday, April 11th, 2024, at 10:00 A.M. in Sacramento, California

Respectfully submitted,
Georgina Landecho, Executive Director, Board Secretary
Magdalena Atilano, Office/Payroll Manager, Board Clerk



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California Vanpool Authority

AGENDA ITEM 6-1.

April 11, 2024

Prepared by Georgina Landecho, Executive Director

SUBJECT:

ACTION: CAPTIVE FEASIBILITY STUDY & RESOLUTION NO. 24-007.

BACKGROUND:

For several years, the California Vanpool Authority, a Joint Powers Authority Transit government agency has focused on securing a captive. This will be a major step towards financial independence. But what is a captive insurance company?

A captive is a separate legal entity, created or used by a public entity/pool or a group of public entities/pools. More specifically, it is an insurance or reinsurance company formed primarily to insure its interests and if any its affiliated entities. A captive is a risk management and financing vehicle that offers some alternative to conventional insurance. A captive is a highly regulated entity within the domicile in which it operates and typically has no employees. Insurance company functions are outsourced to third parties. A captive provides coverages often unavailable in the traditional market. A captive does not have its financial strength rated by AM Best, S&P, or Moody's like traditional insurance companies. Captive insurance companies have long been used by public entities to insure related-party risks. The IRS and Treasury Department vigorously scrutinize and challenge captives that elect special tax treatment. Under IRC section 831(b) the IRS provides guidance and parameters for captive insurance arrangements to be treated as insurance companies for federal income tax purposes.

RECOMMENDED ACTION:

Staff is recommending the CalVans Board adopt Resolution 24-007 providing staff the ability to proceed to the next phase of the captive development.

FISCAL IMPACT:

Initially, there will be no major change in how our broker secures the quotes. The financial gain is realized over time.

ATTACHMENT(S):

1. Resolution 2024-007
2. Attachment 6-2 Resolution and Captive Feasibility Study for Insurance Renewal

CALIFORNIA VANPOOL AUTHORITY

RESOLUTION NO. 2024-007

RESOLUTION OF THE CALIFORNIA VANPOOL AUTHORITY AUTHORIZING THE APPROVAL OF THE CAPTIVE FEASIBILITY STUDY

WHEREAS, California Vanpool Authority (CalVans) desires to secure its captive insurance and has authorized PacificAg Insurance (broker) to secure an actuarial Captive Feasibility Study to be performed and developed by Willis Towers Watson Management (Vermont), Ltd.

WHEREAS, the California vanpool authority has secured an actuarial Captive Feasibility Study developed by Willis Towers Watson Management (Vermont), Ltd. SGC a Consultancy Group, and is requesting approval to execute the Consultancy Service Agreement.

WHEREAS, the California Vanpool Authority wishes Willis Towers Watson to provide the scope of the Services detailed in the attached Consultancy Services Agreement, and Willis Towers Watson will investigate and submit a written proposal on the terms, including remuneration, upon which such Services might be provided by Willis Towers Watson. The proposal will identify the anticipated tasks, timescale, performance criteria, commencement and completion dates, required remuneration, and payment schedule. Any proposal for Services that is acceptable to both Willis Towers Watson and the California Vanpool Authority shall be reduced to writing as an amendment to this Agreement or outlined in a separate written agreement between Willis Towers Watson and the California Vanpool Authority.

FURTHER RESOLVED that CalVans shall be subject to the terms and conditions as specified in the Consultancy Services Agreement. Funds are to be used for allowable project expenditures to be identified in the Consultancy Services Agreement.

FURTHER RESOLVED that the Executive Director, Georgina Landecho, or designee is authorized to execute the Consultancy Services Agreement.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the California Vanpool Authority this 11th day of April 2024, by the following vote, to wit:

AYES:
NOES:
ABSENT:

Steve McShane, Chairperson of the Board of Directors
California Vanpool Authority

Chair of the California Vanpool Authority a Joint Powers Authority,
a public transit agency existing under the authority of California
Government Code § 6500 et seq.

IN WITNESS WHEREOF, I have set my hand this 114th day of April 2024. I, Georgina Landecho, Secretary of the CalVans Board of Directors, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the CalVans Governing Board at its regularly called and conducted meeting held on April 11, 2024.

Georgina Landecho, Executive Director
Secretary of the CalVans Board of Directors
California Vanpool Authority



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Captives and Their Role for Public Entity Risk Pools

What Is a Captive Insurance Company?

A captive is...

- A separate legal entity, created or used by a public entity / pool or group of public entities / pools

More specifically, it is...

- An insurance or reinsurance company formed primarily to insure its officer(s) and affiliated public entities
- A risk management and financing vehicle that offers some alternative to conventional insurance
- A regulated entity within the domicile in which it operates

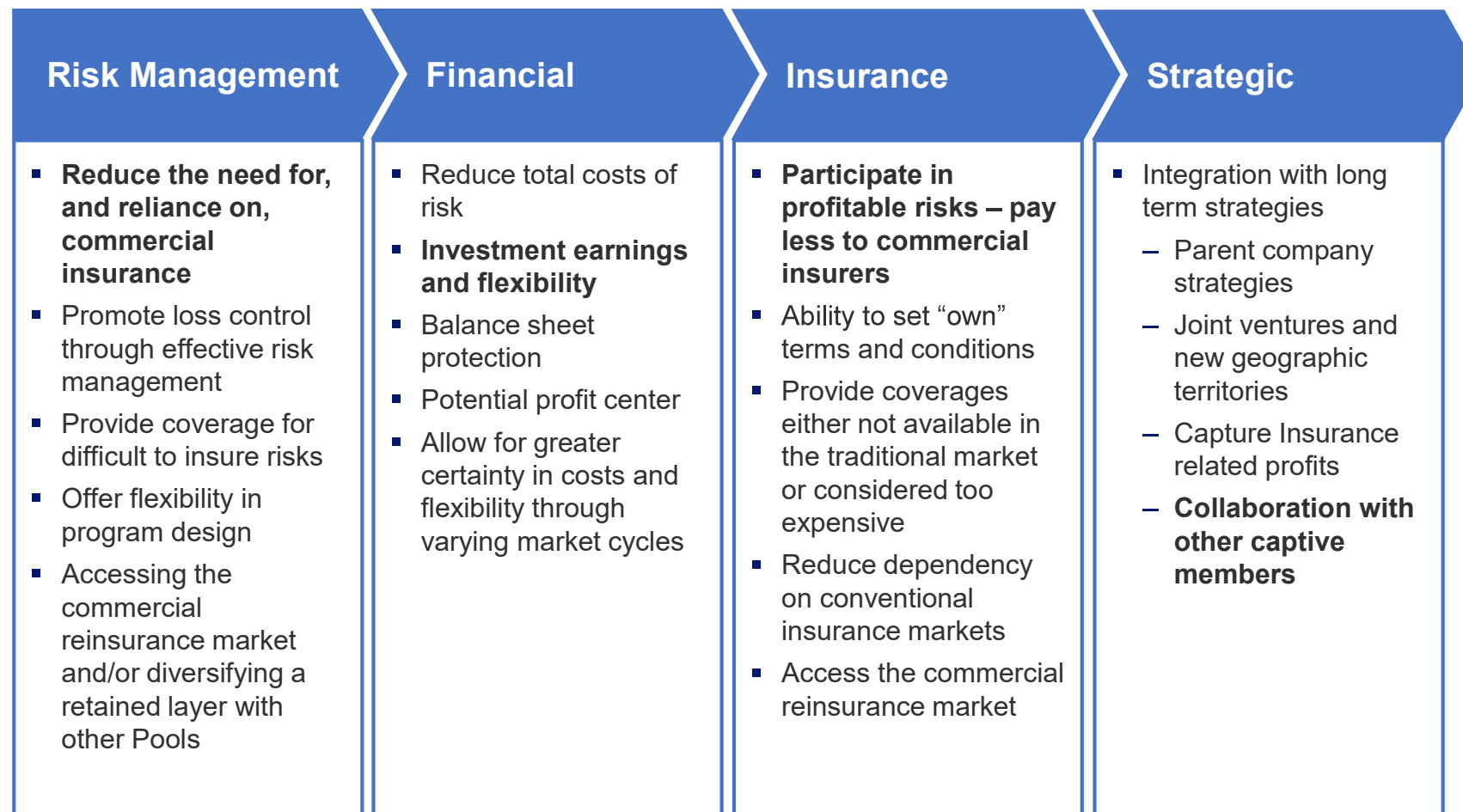
A captive typically...

- Has no employees so all of the usual “insurance company” functions are outsourced to third parties
- Provides coverages that the public entity wishes to retain or that are unavailable in the traditional market
- Does not have its financial strength rated by AM Best, S&P or Moody’s like a traditional insurance company



Why Do Organizations Use Captives?

Organizations use captives for a variety of reasons, but most often, to improve the cost of and/or control over their overall corporate risk



Common Misconceptions about Captives

Having a bad year means the captive is unsuccessful

A captive is an immediate money saver

Captives are formed primarily because of the tax benefits.

A captive is used instead of commercial coverage.

Captives are subject to far less regulation than traditional insurers.

Key Considerations

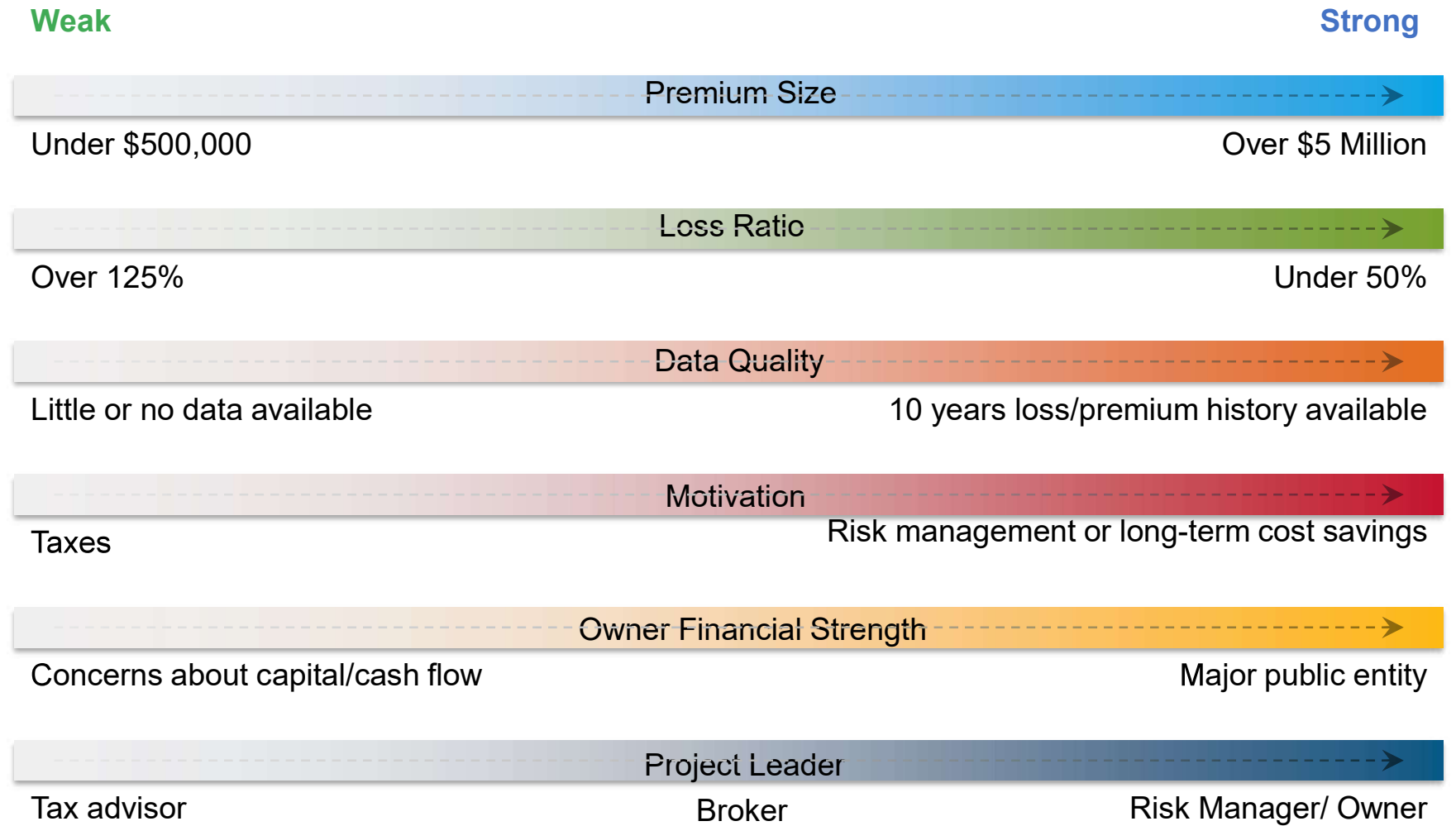
- Discuss
- Feasibility study
- Pricing / Capital investment
- Risk Profile – controls / group
- Additional governance
- Regulatory environment & authority to form a captive
- Evaluate tax status of cell and impacts to pool
- Staffing and partnerships to administer
- Political considerations – about where to form captive

Captive Feasibility Studies

A comprehensive feasibility study should include:

- Discussion of the advantages and disadvantages of a captive
- Analysis of proposed retentions and coverages assumed by the captive
- Estimates of loss experience and capital funding requirements
- Domicile comparison with recommendation, including regulatory requirements
- Preparation of five-year financial projections for the captive based on preferred structure
- Written plan for the captive with proposed coverages

Characteristics of a Strong Captive Opportunity



Captive Cell - Illustration

- The Pool's Self-Insured Retention (SIR) varies to reflect the size and risk appetite of the pool member.
- The captive layer premium reflects each pool's chosen limit.



- Stop Loss:
 - Pool specific retentions range from \$500K to \$2.5M
 - Captive layer - \$1M above stop loss deductible
 - Excess coverage purchased through the commercial market
- Contributions & Premiums:
 - First-year Premiums
 - Minimum participation agreement (e.g., 3 years)
 - Initial Capital Investment – funded by participating health pools
- Coverages Provided:
 - Individual stop loss above pool retentions
 - Aggregate stop loss on captives retained losses
 - Aggregate stop loss on individual pools' retained losses

Other examples: How pools are using captives

- **Government entity pool – General Liability**
 - Hard market / excess reinsurance expensive & excluding more / captive retains portions & certain exclusions / tool when negotiating renewals / focus attention on that exposure
 - Investment flexibility
 - Strategic – If reinsurers exclude more things in the future, a captive can price and track that exposure over time to ensure proper funding exists

Opportunities for Pools

Opportunities

- Strategic Advantages
 - Possible use of cells by members
 - Ability to isolate groups of risk over time, by line
 - Provides an opportunity to take a small portion of risk for challenging products
 - Additional flexibility for member surplus management
- Strengthens member relationships
 - Increased member engagement
 - Serves as a go-to-resource to help meet member needs
- Leverage expertise (internal & external), administration & staffing



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Willis Towers Watson Management (Vermont), Ltd.

and



MANAGEMENT SERVICES AGREEMENT

DATED

, 2024

PARTIES

- 1 **Willis Towers Watson Management (Vermont), Ltd.** of 38 Eastwood Drive, Suite 300, South Burlington, Vermont (“**Willis Towers Watson**”); and
- 2 _____ of _____ (“**the Client**”).

Willis Towers Watson and Client also referred to herein each as a “Party” and collectively the “Parties”.

BACKGROUND

- A Willis Towers Watson is a leading provider of captive management and captive consultancy services.
- B The Client wishes to appoint Willis Towers Watson to provide, and Willis Towers Watson agrees to provide, captive management services to the Client on the terms set out in this Agreement.

OPERATIVE PROVISIONS**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following terms shall have the following meanings:

Affiliate	any company which shares the same ultimate holding company as the relevant Party, and that ultimate holding company;
Agreement	this Management Services Agreement;
Commencement Date	_____, 2024;
Confidential Information	any confidential information, including the terms of this Agreement, in whatever form, relating to the business, financial affairs, markets or the clients of a Party to this Agreement;
Fees	the fees payable by the Client to Willis Towers Watson for performance of the Services as detailed in Clause 8;
Intellectual Property Rights	all copyright and rights in the nature of copyright, database rights, design rights, patents, trademarks, applications for any of the foregoing, moral rights, know-how, inventions, confidential information, or any other intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world they subsist;
Policies	policies of insurance in respect of risks accepted by the Client;

Services	the captive management services as set out in Schedule A; and
Third Party Service Provider	any third party appointed by the Client to assist in the administration of its insurance business, including but not limited to, auditors, actuaries, lawyers, tax advisers, loss adjusters, banks and investment managers.

- 1.2 The headings to Clauses and Schedules shall not affect their interpretation.
- 1.3 Any reference to a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it.
- 1.4 The singular includes the plural and vice versa, a reference to one gender includes the other gender and references to persons include bodies corporate or unincorporated.
- 1.5 Reference to the terms “insurance”, “insurable” or “insurers” shall, where applicable, extend to include the respective terms “reinsurance”, “reinsurable” or “reinsurers”.
- 1.6 Where expressions used in this Agreement are not specifically defined and are capable of having a special meaning according to the usage or custom of the insurance trade, such expressions are to be interpreted accordingly.

2 TERM

- 2.1 This Agreement shall commence on the Commencement Date and continue unless and until terminated by either Party in accordance with the provisions of Clause 13.

3 SCOPE OF AGREEMENT

- 3.1 This Agreement governs the responsibilities of Willis Towers Watson and the terms on which Willis Towers Watson provides the Services to the Client.
- 3.2 If the Client wishes Willis Towers Watson to provide services outside the scope of the Services (“**Additional Services**”), the Client should provide details of those Additional Services required to Willis Towers Watson and Willis Towers Watson will investigate and submit a written proposal on the terms, including remuneration, upon which such Additional Services might be provided by Willis Towers Watson. The proposal will identify the anticipated tasks, timescale, performance criteria, commencement and completion dates, required remuneration and payment schedule. Any proposal for Additional Services that is acceptable to both Willis Towers Watson and the Client shall be reduced to writing as an amendment to this Agreement or set forth in a separate written agreement between Willis Towers Watson and the Client.

4 SERVICES

- 4.1 Willis Towers Watson shall provide the Services to the Client with all due care and skill to such standards as may be expected from a skilled captive manager.
- 4.2 Willis Towers Watson shall employ such suitably trained and qualified staff as it considers reasonably necessary to provide the Services to the Client in accordance with this Agreement.

- 4.3 Any information, advice, recommendations, reports, presentations or other communications provided to the Client by Willis Towers Watson under this Agreement (“**Willis Towers Watson Work Products**”) are for the Client’s internal use only and shall not be provided to or relied upon by any other Party without Willis Towers Watson’s prior written consent. Notwithstanding the foregoing, the Willis Towers Watson Work Products may be provided to the Client’s accountants, attorneys, actuaries and financial advisors as required for the ordinary course management of the Client’s business without the written consent of Willis Towers Watson; provided any Willis Towers Watson Work Products so provided are accompanied by the disclaimer set forth on Schedule B.
- 4.4 Willis Towers Watson shall not be obliged to take any action in connection with this Agreement or the Services that, in Willis Towers Watson’s view, would place it in breach of any applicable law or the guidance or direction of any governmental or regulatory authority of competent jurisdiction. Further, Willis Towers Watson will comply with the insurance laws of the State of Arizona and the rules of the Arizona] Insurance Department and will fully cooperate with the Arizona Insurance Department in the course of performance under this Agreement, including without limitation, assisting the Arizona Insurance Department with on-site assessment of the Client’s operations to the extent requested by the Arizona Insurance Department.
- 4.5 Notwithstanding anything else to the contrary, Willis Towers Watson may contract with certain of its Affiliates to perform certain of the Services and for system administration. The Client hereby consents to the use of such Affiliates by Willis Towers Watson in providing the Services hereunder.

5 THIRD PARTY SERVICE PROVIDERS

- 5.1 The Client is responsible for the selection and remuneration of all Third Party Service Providers, and Willis Towers Watson shall assume no liability for such selection, nor does Willis Towers Watson make any warranty or representation concerning the qualification of, or the services to be provided by, any Third Party Service Providers. Notwithstanding that Willis Towers Watson may be coordinating the services to be provided by such Third Party Service Providers, Willis Towers Watson shall have no liability for the performance or non-performance by any Third Party Service Provider selected by the Client, of its obligations to the Client, other than to the extent such performance or non-performance arises directly as a result of Willis Towers Watson’s wilful default or negligence.

6 TAX AND LEGAL MATTERS

- 6.1 Willis Towers Watson is not a legal adviser or a tax adviser and does not provide legal or tax advice. The Client should seek its own legal and tax advice from appropriately qualified professionals, including but not limited to matters relating to Corporation Tax, Value Added Tax (VAT), Self-Procurement Taxes, Insurance Premium Tax (IPT), and/or any other state insurance taxes applicable to a non-domiciliary insurer or insured or out-of-state insurance procurement.
- 6.2 Client acknowledges that it has an obligation to satisfy itself as to the applicability or otherwise of the European Union’s Council Directive 2018/822 (“DAC 6”) requirements to any of the arrangements contemplated by this Agreement, and to undertake any such analyses Client considers to be relevant to determine whether the need to make a disclosure to the applicable tax authorities, is required.
- 6.3 Client hereby agrees that it will provide WTW in a timely manner with any such analyses, as well as details (including the arrangement reference number(s)) of any disclosures made by you, as described in para 6.2.

- 6.4 Notwithstanding the foregoing, Client understands that WTW have an independent obligation to comply with DAC 6 and acknowledges that WTW are bound by a statutory duty to make its own disclosure, should WTW, in its reasonable opinion, determine that to be necessary. Where practicable WTW will share the disclosure with Client before it is filed, and in all cases, WTW will share the disclosure with Client after it is filed.
- 6.5 Willis Towers Watson does not give advice on the applicability of sanctions regimes. The Client should inform Willis Towers Watson of any insurance requirements which touch upon or are linked to sanctioned territories. Willis Towers Watson will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and the Client accepts that where obliged by applicable sanctions legislation, Willis Towers Watson may have to take certain actions, or refrain from certain actions, including but not limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions laws. Willis Towers Watson has no responsibility for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

7 THE CLIENT'S OBLIGATIONS

- 7.1 Willis Towers Watson's obligation to perform the Services is conditional upon Willis Towers Watson receiving in a timely manner all instructions, resources, information and cooperation requested or required from the Client and/or relevant Third Party Service Providers in connection with the performance of such obligations.
- 7.2 The Client acknowledges and agrees that all information provided will, to the best of its knowledge, be accurate and complete in all material respects and that Willis Towers Watson may and shall rely on such information for the performance of the Services and shall have no obligation to verify the accuracy of such information. Willis Towers Watson shall not be treated as having notice of information which may have been provided to an employee of Willis Towers Watson or its Affiliates or a company that is not involved in providing the Services.
- 7.3 The Client will ultimately make and be responsible for all decisions relating to the management of the Client's business.
- 7.4 The Client will review, and where appropriate approve and ratify, actions taken by Willis Towers Watson on the Client's behalf. The Client will have sole responsibility for investment decisions made by the Client.
- 7.5 The Client will indemnify Willis Towers Watson from and against all costs (including reasonably incurred legal costs), claims, expenses and liabilities which Willis Towers Watson may suffer or incur which arise out of or in consequence of the performance of the Services or any other work undertaken or services provided by Willis Towers Watson or by reason of Willis Towers Watson's acting as Registered Office, or Willis Towers Watson's employees acting as Principal Officer or Director, including without limitation, any penalties, fines, financial expenses, liabilities and costs relating to any proceedings, actions or suits incurred by or brought against Willis Towers Watson or the Client or in consequence of any act or thing done or omitted to be done by Willis Towers Watson, save to the extent that such loss results from Willis Towers Watson's wilful default or negligence.
- 7.6 During the term of this Agreement and for a period of six (6) years thereafter the Client will take out and maintain in force Directors & Officers insurance on such terms and in such amounts as may be necessary to indemnify Willis Towers Watson's employees for any work undertaken or services provided by Willis Towers Watson or

Willis Towers Watson's employees acting in their capacity as Directors and/or Officers of the Company and/or including but not limited to when acting as Money Laundering Reporting Officers, but in any event for an amount of not less than USD5 million or its equivalent] in the aggregate.] [Delete entire sub-section if no Willis Towers Watson associates are to act as a director or officer of the Client.

- 7.7 The Client shall advise Willis Towers Watson as soon as reasonably practicable of any changes in its circumstances that may affect the Services.

8 FEES AND EXPENSES

- 8.1 In consideration for the provision of the Services to the Client, the Client shall pay Willis Towers Watson Fifty-five thousand (\$55,000) annually ("**the Fees**"), which will be invoiced quarterly in advance and payable within thirty (30) days of the issue of an invoice being issued. The Fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in relation to the Services, all of which shall be paid by the Client (including any such sums assessed or imposed retrospectively, but excluding any taxes imposed on Willis Towers Watson's income generally).
- 8.2 If the Client's requirements change substantially from those set out in this Agreement resulting in an increase in amount of work required, or if events beyond Willis Towers Watson's control (including the Client's acts or omissions) affect Willis Towers Watson's ability to perform the Services as originally planned, then the Parties may agree in writing to a reasonable amendment to the Agreement (including, without limitation, the Fees) to reflect the changes to the Services.
- 8.3 Willis Towers Watson will facilitate payment of "Meeting Expenses" as that term is defined in the next sentence. "Meeting Expenses" include, without limitation, the cost of meeting rooms, lodging, travel, meals, entertainment and any other costs incurred by Willis Towers Watson in connection with meetings it arranges for and with the Client. Client shall reimburse Willis Towers Watson for all Meeting Expenses after such Meeting Expenses are invoiced to Client by Willis Towers Watson. As stated in herein, Meeting Expenses are in addition to and not included in Expenses.

9 CONFIDENTIALITY

- 9.1 Each Party shall treat as confidential, and not disclose to any third parties, any Confidential Information relating to the other Party in its possession or control at all times.
- 9.2 Notwithstanding the provisions of Clause 9.1 above, Willis Towers Watson may:
- 9.2.1 disclose to Third Party Service Providers certain information relating to the Client which may be confidential where Willis Towers Watson reasonably considers such information to be necessary to enable the Third Party Service Provider to fulfil its functions;
 - 9.2.2 disclose certain anonymised industry wide statistics or other information which may include elements of Confidential Information solely for marketing and regulatory purposes; provided that Confidential Information specific to the Client shall not be disclosed without the Client's prior written consent; and
 - 9.2.3 disclose Confidential Information to its Affiliates as contemplated by Clause 11.2.
- 9.3 Notwithstanding the provisions of Clause 9.1 either Party may disclose any Confidential Information to the extent such information:

- 9.3.1 was lawfully in possession of that Party prior to disclosure under this Agreement free of any restriction as to its use or disclosure;
 - 9.3.2 comes within the public domain other than through breach of Clause 9.1;
 - 9.3.3 is required or requested to be divulged by any court, tribunal, regulator or governmental authority with competent jurisdiction; provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure, that Party shall promptly notify the other of such requirement and agree the timing and content of such disclosure; or
 - 9.3.4 is disclosed to that Party's professional advisers on a confidential basis for the purposes of obtaining professional advice or to their auditors.
- 9.4 The Client grants to Willis Towers Watson a revocable, non-exclusive, personal royalty-free licence to use and reproduce the Client's logo in any documentation produced by Willis Towers Watson in relation to the performance of the Services.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Willis Towers Watson may use data, software, tools, models and other methodologies that it owns or licences in performing the Services ("**the Methods and Materials**"). Notwithstanding the provision of the Services, or of any documents or data provided in connection with the Services, Willis Towers Watson retains all Intellectual Property Rights in the Methods and Materials (including any improvements of knowledge developed during the provision of the Services) and in Willis Towers Watson's working papers.
- 10.2 Willis Towers Watson hereby grants a non-exclusive, royalty-free licence to the Client to use and reproduce documents or data provided to the Client in connection with the Services for its own internal business purposes.

11 DATA PROTECTION

- 11.1 Willis Towers Watson shall at all times comply with relevant data protection legislation in processing any personal data provided to Willis Towers Watson in connection with the provision of the Services.
- 11.2 The Client acknowledges that Willis Towers Watson may contract with its Affiliates to perform certain of the Services and for system administration and hereby consents to the disclosure of its Confidential Information and other data it holds about the Client or other data subjects to such Affiliates to the extent required for the performance of the Services and for systems administration; provided that such Affiliates shall be obligated to maintain the confidentiality of the Confidential Information and other data in the same manner and to the same extent as Willis Towers Watson.

12 ELECTRONIC COMMUNICATIONS

- 12.1 The Parties may, from time to time, communicate with each other and with other Parties, by electronic mail, sometimes attaching further electronic data. The Parties hereby accept the inherent risks (including the security risks of interception of or unauthorised access to such communications the risks of corruption of such communications and the risks of viruses or other harmful devices). Each Party shall be responsible for virus checking all electronic communications received from the other Party, and for checking that all messages received are complete. In the event of a dispute, neither Party shall challenge the legal evidential standing of an electronic

document and the Willis Towers Watson system shall be deemed the primary record of communications and documentation.

- 12.2 The Client is advised that Willis Towers Watson's systems security devices block certain file extensions considered likely to be a security risk. Emails attaching such files will not get through to Willis Towers Watson; and no message will be sent to tell the Client they have been blocked.

13 TERMINATION

- 13.1 Either Party may at any time by written notice terminate this Agreement immediately if the other Party:
- 13.1.1 commits a material breach of this Agreement, such breach, if capable of remedy, not being remedied within thirty (30) days of notice being given requiring that the breach is remedied; or
 - 13.1.2 ceases to carry on business, becomes insolvent, has a receiver appointed over all or substantially all of its assets, goes into liquidation or ceases to trade or suffers any other analogous event.
- 13.2 If the Client fails to pay any sums due under this Agreement within thirty (30) days of the relevant due date, Willis Towers Watson may terminate this Agreement or suspend provision of the Services in whole or in part by giving not less than fourteen (14) days' notice to the Client.
- 13.3 Either Party may terminate this Agreement at the end of any calendar quarter, for any reason or no reason, upon ninety (90) days' written notice to the other Party.
- 13.4 Termination of this Agreement shall be without prejudice to the rights and obligations of each Party accrued prior to termination.
- 13.5 In the event this Agreement is terminated:
- 13.5.1 the Client shall, within thirty (30) days of receipt of Willis Towers Watson's invoice, pay Willis Towers Watson for all work in progress and Services already performed, and reimburse Willis Towers Watson for any Expenses and Meeting Expenses incurred, up to and including the effective date of the termination of this Agreement. Fees due to Willis Towers Watson following any early termination of this Agreement shall be determined on a pro rata basis based on the date of effectiveness of the termination.
 - 13.5.2 Willis Towers Watson's employees will resign Officer and/or Director as of the effective date of the termination.
 - 13.5.3 The Client shall arrange forthwith an alternative address as the Client's Registered Office and notify the Arizona Insurance Department and Arizona Corporations Commission and provide to Willis Towers Watson a copy of the duly completed statutory form as filed with the Arizona Insurance Department and Arizona Corporations Commission to effect the alteration to the situation of the Client's Registered Office.
 - 13.5.4 Willis Towers Watson shall arrange (at the Client's cost) for the transfer of all of the Client's records held by Willis Towers Watson to the address notified to Willis Towers Watson by the Client. If the Client fails to provide Willis Towers Watson with such an address or fails to take delivery of such records within six (6) months from the termination of this Agreement, Willis Towers Watson may, at Willis Towers Watson's option, retain such records (but reserve the right to levy a storage charge to the Client) or destroy such records.

For as long as the Client's records are retained by Willis Towers Watson, Willis Towers Watson shall allow the Client access to those records on reasonable notice.

13.5.5 After the expiry of six (6) months from termination of this Agreement, Willis Towers Watson shall have no obligation to forward mail, correspondence, notices, documents or any other items whatsoever received for the Client and will accept no responsibility for or in connection with any legal proceedings, penalties, fines, liabilities, claims, costs, loss, damages, or for any financial or commercial loss, expenses or incidental loss to the Client or to any other person, resulting from the termination or from any failure to forward mail, correspondence, notices, documents or any other items whatsoever received on the Client's behalf.

13.6 The confidentiality obligations under this Agreement shall continue for a period of two (2) years following the termination of this Agreement. Any other clauses of this Agreement that expressly or by implication provide a Party rights or obligations that extend beyond its termination shall continue indefinitely.

14 LIMITATION OF LIABILITY

14.1 Willis Towers Watson shall exercise all due care and skill in the performance of its obligations under this Agreement. All other warranties and representations, whether express or implied by law, are excluded to the extent permitted by law. Without prejudice to the generality of the foregoing, Willis Towers Watson does not make any warranties, representations or guarantees in respect of:

14.1.1 the profitability or otherwise of the Client's business or that it will result in a financial gain to the Client's shareholders;

14.1.2 any underwriting recommendations in connection with the Services; or

14.1.3 the solvency of any markets selected to reinsure any insurance risks underwritten by the Client.

14.2 Willis Towers Watson's and/or the Willis Towers Watson Affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the Services shall be limited as follows:

14.2.1 in respect of personal injury or death caused by Willis Towers Watson's negligence, no limit shall apply;

14.2.2 in respect of fraudulent acts (including theft or conversion) or wilful default, as established by final adjudication of a court of competent jurisdiction, by Willis Towers Watson, no limit shall apply;

14.2.3 in respect of other claims, the total aggregate liability of Willis Towers Watson shall be limited to the greater of (i) two hundred and fifty thousand dollars (\$250,000.00) or three times the Fees actually received by Willis Towers Watson in respect of the Services in the twelve (12) month period immediately preceding the claim; and

14.2.4 subject to the provisions of Clauses 14.2.1 and 14.2.2, in respect of the following losses: loss of profit; loss of revenue; loss of opportunity; loss of reputation; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, Willis Towers Watson shall have no liability in any circumstances.

14.3 Subject to the provisions of Clauses 14.2.1 and 14.2.2, Willis Towers Watson shall have no liability to the Client in respect of any claim for breach of contract, negligence,

breach of statutory duty or other claim, in respect of any delay or failure by Willis Towers Watson to perform any of its obligations under this Agreement to the extent such failure results directly or indirectly from any negligent, or wilful act or omission by the Client or any third party, including but not limited to a Third Party Service Provider.

15 AUDIT

- 15.1 The Client may, during the term of this Agreement, audit the records held by Willis Towers Watson on its behalf, at its expense. Any such audit may only be conducted on reasonable written notice, during normal business hours, in a manner which is not unduly disruptive to Willis Towers Watson's ongoing business. Any second or subsequent audit shall be subject to a reasonable additional fee to be agreed by the Parties

16 WORK PRODUCT INDEMNITY

- 16.1 Willis Towers Watson disclaims all responsibility for any consequences whatsoever should a third party rely upon any Willis Towers Watson Work Product unless Willis Towers Watson has given its prior written consent. Save to the extent that such written consent has been provided, the Client shall indemnify Willis Towers Watson against all claims by third parties (including the Client's Affiliates) and any associated liabilities, damages, losses, costs and expenses arising out of the disclosure of any Willis Towers Watson Work Product to such third party or that third party's use of or reliance upon any Willis Towers Watson Work Product.

17 NON-SOLICITATION

- 17.1 The Parties hereto undertake that, for the duration of this Agreement and for a period of twelve (12) months after termination, neither will directly or indirectly approach for the purposes of employing or engaging; or employ or engage under any contract or agreement whatsoever any current or future employee of the other Party or of any of the other Party's Affiliates involved in the provision of the Services and performance under this Agreement, without the other Party's prior written consent
- 17.2 The provisions of this Clause 17 shall not apply where any employee of either Party accepts a position that has been publicly advertised and in respect of which neither Party has taken any steps to counsel, procure or assist the employee to apply for and/or secure and/or accept the position.

18 CONFLICTS OF INTEREST

- 18.1 Circumstances may arise where Willis Towers Watson has a conflict of interest or material interest in or related to a matter in which Willis Towers Watson are involved by virtue of Willis Towers Watson's provision of the Services. In such cases, Willis Towers Watson shall employ Willis Towers Watson's conflict management procedure. Where a conflict is unavoidable, Willis Towers Watson shall explain the position fully to the Client and manage the situation in such a way as to avoid any prejudice to the Client. If there is no practicable solution available, Willis Towers Watson shall withdraw from the situation unless the Client consents to Willis Towers Watson continuing to act.
- 18.2 It is agreed that a conflict of interest will not arise simply because a Willis Towers Watson Affiliate is appointed as insurance broker to the Client or an Affiliate of the Client.

19 NOTICES

- 19.1 Any notices relating to this Agreement must be in writing and must be delivered personally or sent by registered mail, or sent by electronic mail, in a form where receipt by recipient is acknowledged, as applicable, to:

Willis Towers Watson

Willis Towers Watson Management (Vermont), Ltd.
38 Eastwood Drive, Suite 300
South Burlington, VT 05403

FAO: Jason Palmer

The Client

c/o California Vanpool Authority
8444 W. Doe Avenue
Visalia, California 93291

FAO: Georgina Landecho

- 19.2 Notices shall be treated as received as follows: if delivered by hand, when delivered (unless delivered after 5.00 p.m. or not on a working day in which case it shall be treated as delivered on the next working day), if sent by registered mail forty-eight (48) hours after posting, or if delivered by electronic mail, the day such electronic mail is sent, unless sent after 5.00 p.m. or not on a working day in which case it shall be treated as delivered on the next working day.

20 FORCE MAJEURE

- 20.1 Neither Party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond its reasonable control.

21 GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 This Agreement, and any non-contractual obligations arising out of this Agreement or the Services, shall be governed by and construed in accordance with, the law of Arizona, without giving effect to Arizona's conflicts of laws provisions.
- 21.2 Should the Client wish to discuss how Willis Towers Watson's service could be improved, or have any cause for complaint about Willis Towers Watson's services, the Client may raise the matter in the first instance with the person who handles its account. Alternatively, the Client may contact Willis Towers Watson's Managing Director or the Office of the General Counsel at Willis Towers Watson, 200 Liberty Street, New York, NY 10281, Attention: Office of the General Counsel, North America Compliance. Willis Towers Watson will advise the Client of the person dealing with its complaint and send the Client a copy of Willis Towers Watson's complaints procedure.
- 21.3 The Client may call Willis Towers Watson to comment upon its service. The toll-free number allowing the Client to do so can be found on the Willis Towers Watson website at WTW Complaint Hotline - <https://www.willistowerswatson.com/en-SE/Notices/complaints-procedure>.
- 21.4 If any dispute arises out of this Agreement, the dispute shall first be referred to determination by the senior management of Willis Towers Watson and the Client who shall seek in good faith to resolve that dispute within thirty (30) days.
- 21.5 All unresolved disputes shall be subject to the exclusive jurisdiction of the courts of Arizona.
- 21.6 Nothing in this clause shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required or for protection against limitation of actions.

22 MISCELLANEOUS

- 22.1 No amendment, variation or modification of the Agreement shall be valid unless agreed to in writing by the Parties.
- 22.2 This Agreement is personal to the Parties and neither Party may assign its rights or obligations without the other Party's agreement in writing.
- 22.3 This Agreement (including the Schedules) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any previous agreement between the Parties relating to the subject matter thereof.
- 22.4 No failure or delay by a Party to exercise any rights or remedies it may have under this Agreement will be deemed to be a waiver of such right or remedy.
- 22.5 Any provision of this Agreement, in whole or in part, which is held to be illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity or unenforceability and the other provisions of this Agreement shall remain in full force and effect.
- 22.6 To comply with the applicable money laundering regulations there are times when Willis Towers Watson may ask clients to confirm (or reconfirm) their identity. Willis Towers Watson may need to do this at the time a client becomes a client, at some late date, or for example when checking details on proposal forms and transferring claims payments. This information may be shared with Willis Towers Watson's Affiliates. Please note that the applicable legislation obliges Willis Towers Watson to report knowledge or suspicion of money laundering in certain circumstances and Willis Towers Watson is prohibited from disclosing any report of this nature to its client.
- 22.7 Willis Towers Watson has systems that seek to protect Willis Towers Watson and its clients against fraud and other crime. Client information can be used to prevent crime and trace those responsible. Willis Towers Watson may check its clients' details against financial crime databanks. If false or inaccurate information is provided, Willis Towers Watson may be obliged to pass such details to the appropriate regulatory agencies that may use this information.
- 22.8 No term of this Agreement is intended to be enforceable by any third party other than by Willis Towers Watson Affiliates.
- 22.9 This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

Signed by the Parties on the date of this Agreement:

Signed by _____)
 for and on behalf of _____)
 Willis Towers Watson)
 Date _____)
 Signed by _____)

for and on behalf of)
the Client)
Date)

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SCHEDULE A

Willis Towers Watson shall provide to the Client the following services ("**Services**");

CAPTIVE MANAGEMENT SERVICES**1. Insurance Program Design**

- 1.1 Assist the client company board ("**the Board**") or authorized representative and its Brokers in the design of the insurance program to be implemented by the Client.
- 1.2 Discuss and agree annually with the Board a business plan, indicating the type and level of business to be written by the Client.

2. Underwriting

- 2.1 Gather information to assist in the analysis of risks presented to the Client;
- 2.2 Based on the information referred to in 2.1 above, assess the appropriate terms on which an insurance proposal may be accepted by the Client, and propose those terms to the Board of the Client or authorized representative for approval; or
- 2.3 Present to the Client underwriting proposals that may be made to the Client from time to time for acceptance or otherwise by the Client;

3. Insurance Administration

- 3.1 Review, prepare, present for execution by the Client and assist the Client with the issuance of Policies
- 3.2 Maintain a register of the Policies issued by the Client, including details of insureds/reinsureds and insured/reinsured risks.
- 3.3 Assist the Client in collection from insureds of premiums due to the Client in relation to the Policies and the payment of any commission and brokerage.
- 3.4 Ensure payment of premium taxes is made by local insured or contracted fiscal representatives.
- 3.5 Monitor and follow up on a regular basis, unpaid premium invoices.
- 3.6 Apply the reserving policy agreed by the Board or Authorized Representative.

4. Claims Management

- 4.1 In conjunction with the Board or the Authorized Representative, create Claims Protocols for notification of incident/claim to the Company.
- 4.2 Where claims are submitted direct to Willis Towers Watson:
 - 4.2.1 Receive claims from the insured and submit the claim to the Board for consideration.
 - 4.2.2 Receive claims from the insured, assess the claim and establishment of outstanding loss reserves and recommend acceptance or declinature of the claim to the Board.
 - 4.2.3 Receive claims from the insured, assess the claim and establish outstanding loss reserves and accept or decline the claim on behalf of the Client.

- 4.3 Ensure, if required, an appropriate claims register including open and closed claim details with appropriate reserve and paid amounts is maintained unless otherwise contracted to a third party.
- 4.4 Monitor claims activity and volumes to ensure they are consistent with business plan expectations and fully investigate any unexpected departures from projected levels.
- 4.5 Accept service of court documentation on behalf of the Client, unless instructed otherwise by the Client.

5. Accounting

- 5.1 Initiate and maintain in accordance with generally accepted accounting principles applicable to the business of insurance, proper accounting records of income and outgoings and such other books of account so as to present accurately on a quarterly basis a fair and accurate statement of the financial state of the Company.
- 5.2 Provide the Client's directors ("**the Directors**") quarterly with management accounts as prepared in the reporting format required by the Directors, including a breakdown by underwriting year of claims movement and reserves.
- 5.3 Provide annually to shareholder an analysis and breakdown of annual financial statements in a specific group reporting format pack.
- 5.4 Monitor on a regular basis the specific requirements of Arizona for solvency margin, capital adequacy or regulatory ratios to ensure they are met.
- 5.5 On an annual basis provide assistance in the creation of a budget to the Directors in relation to the following year's financials.
- 5.6 Provide annual management accounts to the auditors for the purpose of audit and assist in the preparation of statutory financial statements.

6. Banking and Cash Management

- 6.1 Arrange for the opening and maintaining of bank accounts and subsequent investment of the Client's funds in accordance with instructions issued from time to time by the Board or the Authorized Representative.
- 6.2 Arrange for the payment/transfer of the Client's funds in accordance with directions issued to Willis Towers Watson from time to time by the Client or Authorized Representative.
- 6.3 Maintain and operate such bank accounts on such terms and in accordance with such directions as may be agreed from time to time in writing by the Client or by resolution of the Board to be necessary or expedient for the proper conduct of the Client's insurance.
- 6.4 Reconcile, on a monthly basis, all inward and outward payments in relation to the Client's bank accounts held at the banks appointed by the Board or the Authorized Representative.
- 6.5 Provide a cash statement on a quarterly basis to the Client showing all funds received and all disbursements made.
- 6.6 Implement the investment strategy of the Client according to the instructions of the Board or their appointed investment committee or authorized representative, including liaising with any appointed investment manager, placement of monies on deposit under instruction, and the accounting of all investment incomes, gains and losses in the Client's books of account.
- 6.7 Review any investment manager's report and advise the Board or their appointed investment committee or Authorized Representative if the investment manager has

reported any transgression of investment guidelines and of the performance relative to such benchmark as the Client might specify from time to time.

- 6.8 For the avoidance of doubt, Willis Towers Watson shall not be entitled to borrow money on behalf of the Client, dispose of the Client's assets, incur capital expenditure or enter into guarantees on behalf of the Client other than in the normal course of underwriting save as set out in this Agreement or as authorised by the Board.

7 Company Secretarial

- 7.1 Provision of a registered office to the Client.
- 7.2 Make arrangement for the calling and holding of the Board, any sub-committees and annual shareholder or ad hoc meetings (of Directors or shareholders) in the chosen domicile. Provision of circular resolution facilities as required by the Client.
- 7.3 Prepare an agenda for the Board meetings and circulate a notice and respective Board materials to include management accounts, manager's report, cash and investment summaries, underwriting program summaries and claims summaries
- 7.4 Take, write or distribute minutes at the meetings of the Board or shareholders, as required.
- 7.5 Make all relevant returns to the Arizona Insurance Department.
- 7.6 Co-ordinate and assist in provision of corporate governance documentation including corporate governance framework document, procedure manual and risk control matrix.

8 Regulatory Compliance

- 8.1 Facilitation of onsite supervisory visits to Willis Towers Watson offices, by the insurance regulator.
- 8.2 Liaise with the insurance regulator in regard to changes in existing regulations and guidelines. Advise the Directors of changes in regulations and guidelines and relevance. Provide to new Directors and officers appropriate documentation for submission to the regulator and follow up with authorization.
- 8.3 Provide the Client's directors with update on corporate governance, compliance, and regulatory issues at each Board meeting.
- 8.4 Make all necessary returns to the insurance regulator and observe all requirements imposed by the insurance regulator upon the Client, including regarding access to records.

**SCHEDULE B
DISCLAIMER**

The attached material is the Work Product of [Willis Towers Watson Management (Vermont Ltd. (“Willis Towers Watson”)) prepared solely for ██████████ and may be not relied on by any other party for any purpose without the express written consent of Willis Towers Watson. This Work Product is confidential and by accepting it you agree not to disclose it to any other third party, except as required by law. Willis Towers Watson disclaims all responsibility for any consequences whatsoever should you or any other third party rely upon any Willis Towers Watson Work Product unless Willis Towers Watson has given its prior written consent to disclose its Work Product to such third party.

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CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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100 North 15th Avenue, Suite 261
Phoenix, Arizona 85007-2630
Phone: (602) 364-4490
Web: <https://difi.az.gov/>

**Conflict of Interest Statement –
Director and/or Officer of:**

Print Name of Arizona Captive Insurance Company

Unless otherwise indicated in “Exceptions” below, I have no interests, financial or otherwise, in any nonprofit or for profit organization as an employee, officer, director, partner, consultant, manager or owner that has or will create a conflict of interest with my responsibilities for the effective, prudent and ethical stewardship of the Arizona domiciled insurance company specified above.

No member of my immediate family has any interest, financial or otherwise, in any nonprofit or for profit organization as an employee, officer, director, partner, consultant, manager or owner that has or will create a conflict of interest with my responsibilities for the effective, prudent and ethical stewardship of the Arizona domiciled insurance company specified above.

I have not been convicted of or entered a plea of guilty or *nolo contendere* to any felony or any misdemeanor other than a civil traffic offense.

Exceptions (attach relevant exhibits as needed)

Signature

Date

Signer’s name and title



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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Captive Insurance Division
Arizona Department of Insurance and Financial Institutions
100 North 15th Avenue, Suite 261, Phoenix, Arizona 85007-2630
Phone: (602) 364-4490 | Web: <https://difi.az.gov>

BIOGRAPHICAL AFFIDAVIT – Captive Insurers

1) Affiant’s Full Name (Initials Not Acceptable) _____

2) Have you ever used any other name, including a maiden name or alias? _____
If yes, explain _____

3) Social Security # _____

4) Date of Birth _____
Birth Place _____

5) Business Address _____

6) Bus. Phone _____

7) Your present or proposed position with the captive _____

8) List your residences for the last 5 years starting with your current address:

<u>DATES of RESIDENCE</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

9) EDUCATION (Specify Dates, Institution and Degrees received where applicable):
College _____
Graduate Study _____
Other _____

10) Memberships in Professional Societies & Associations:

11) List all employers during the last 10 years (Dates, Name of Employer, Address, Title/Position):

a) May these employers be contacted?_____ If not, which one(s):

12) Have you ever been in a position that required a fidelity bond? _____

a) If yes, and any claims were made under it, give details

b) If yes, have you ever had a fidelity bond denied, cancelled or revoked? _____
Provide details

13) List all professional, occupational, and vocational licenses issued by any public or governmental licensing agency or regulatory authority that you hold or have held in the past. Specify date of issue, issuer, date terminated and reason for termination

14) During the last 10 years, have you ever applied for and been denied a professional, occupational or vocational license or permit **OR** have you had any license suspended, revoked or subjected to any disciplinary action? _____

If yes, provide details _____

15) List any insurer that you control, directly or indirectly, or hold legal or beneficial ownership of 10% or more of outstanding stock (voting power).

16) Will you or members of your immediate family subscribe to or own, beneficially or otherwise, shares of stock in the proposed captive or its affiliates? _____
If yes, provide details

17) Have you ever been adjudged a bankrupt or been a debtor in a bankruptcy proceeding? _____
If yes, explain _____

18) Have you ever been convicted of, had a sentence imposed or suspended for, had pronouncement of a sentence suspended or pardoned for conviction of, or entered a guilty plea or plead *nolo contendere* to:

a) Any felony? _____

b) To any misdemeanor other than a civil traffic offense? _____

If yes to a) or b), provide details of the events surrounding the criminal action and provide copies of all pertinent court documents (e.g. indictment, complaint, sentencing order, etc.).

c) Has any company been so charged as a result of any action, inaction or conduct on your part? _____
If yes, provide details

19) Has a federal or state regulatory agency ever taken any disciplinary or other action against you or any company for which you were the responsible individual or an officer or director? _____
If yes, explain: _____

20) Have you ever been an officer, director, trustee, investment committee member, key employee, captive manager or employee thereof, or controlling stockholder of any insurer that, while you occupied such position, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? _____
If yes, provide details:

a) While occupying any of the positions listed above, was the insurer’s certificate of authority or license ever suspended or revoked? _____
If yes, provide details:

Dated & signed this _____ day of _____ at _____. I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signature of Affiant)

State of _____ County of _____

Personally appeared before me the above named _____ personally known to me, who, being duly sworn, deposes and says that he executed the above instrument and that the statements and answers contained therein are true and correct to the best of his knowledge and belief.

Subscribed & sworn to before me this _____ day of _____, 20__.

(Notary Public)

My Commission Expires _____



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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California Vanpool Authority

AGENDA ITEM 6-2.

April 11, 2024

Prepared by Georgina Landecho, Executive Director

SUBJECT:

ACTION: Approval of Resolution 24-008 of Intent to Lease Real Property

BACKGROUND:

For over a decade, the California Vanpool Authority, a Joint Powers Authority Transit agency was domiciled and headquartered in Kings County. As a result of their withdrawal as a member of the CalVans JPA, Kings may no longer be the host county for CalVans operations. CalVans staff has focused on securing a facility that can grow with the increasing operational agency needs and has secured an industrial location that meets all of those needs for years to come. This is another major step towards agency independence.

The facility overview is as follows: The lease rate is \$20,000 per month with incremental increases in 2025 to \$20,600 & 2026 to \$21,218. The rate was decreased to \$0.93/SF/MO. from the asking price of \$0.99/SF/MO.

Due to the type of building an additional triple Net or (NNN) for operating expenses is estimated at \$.10 per s/f, \$2,213.20 per month

The property address is 8444 W. Doe Ave Visalia, CA. 93291 and is zoned Industrial. The City of Visalia generously assisted their time and staff in determining the correct zone for CalVans operations for which staff is very grateful.

TIMELINE

CalVans Lease: April 15, 2024

Date listed: May 11, 2023

Days on market: 332 Days

Last updated: Mar 31, 2024

BUILDING DETAILS

Property Type: Industrial

Subtype: Flex, Warehouse, Distribution

Tenancy: Single

Total Building SQFT: 22,132

Class: B

Year Built: 2006

Buildings: 4

Stories: 2

Power: 600 amp

Cross Street: N Kelsey St

Zoning: IH

County: Tulare County

RECOMMENDED ACTION:

Staff is recommending the CalVans Board adopt Resolution 24-008 providing staff the ability to execute the 3-year lease agreement and begin our transition.

FISCAL IMPACT:

Initially, there will be no savings monthly until all Kings County leases are collapsed or not renewed. The financial gain will be realized over several months in FY 23/24. The full cost will be budgeted for in FY 24/25. However, the financial impact does not outweigh the ability to have a facility where infrastructure will allow additional growth and the structure needed for our expanding organization. Additionally, this will allow CalVans to begin long-term plans for EV infrastructure.

<i>Storage</i>	
Storage Units	\$738 per month
10th Ave storage	\$1000 per month
4th St storage	\$563 per month
<hr/>	
Total	\$2,301 per month
<i>Electricity</i>	
4th St storage	\$50 per month
10th Ave storage	\$100 per month
<hr/>	
Total	\$150 per month
<hr/>	
Total Cost savings	\$2,451 per month will cover new triple net lease costs.

ATTACHMENT(S):

1. Exhibit A. 3-year lease agreement
2. Attachment 6-2 Resolution 24-008 of Intent to Lease Real Property

CALIFORNIA VANPOOL AUTHORITY

RESOLUTION NO. 2024-008

RESOLUTION OF THE CALIFORNIA VANPOOL AUTHORITY AUTHORIZING THE APPROVAL OF THE LEASE OF 8444 W. DOE AVENUE, VISALIA, CA. 93291

WHEREAS, the California Vanpool Authority (CalVans) desires to secure a larger facility in Tulare County to use as headquarters and has secured such a facility herein described as 8444 W. Doe Ave Visalia, CA. 93291.

WHEREAS, the California Vanpool Authority wishes to lease for three (3) years from landowner Freitas Rentals.

NOW THEREFORE, IT IS RESOLVED that CalVans is hereby requesting to lease the aforementioned site and wishes to make the new site the CalVans headquarters.

FURTHER RESOLVED that the Executive Director, Georgina Landecho, or designee is authorized to execute the Standard Industrial/Commercial Single-Tenant Lease – NET Agreement herein described as Exhibit A.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the California Vanpool Authority this 11th day of April 2024, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:

Steve McShane, Chairperson of the Board of Directors
California Vanpool Authority

Chair of the California Vanpool Authority a Joint Powers Authority, a public transit agency existing under the authority of California Government Code § 6500 et seq.

IN WITNESS WHEREOF, I have set my hand this 14th day of April 2024. I, Georgina Landecho, Secretary of the CalVans Board of Directors, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the CalVans Governing Board at its regularly called and conducted meeting held on April 11, 2024.

Georgina Landecho, Executive Director
Secretary of the CalVans Board of Directors
California Vanpool Authority



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8444 W Doe Ave | Visalia, CA

Property For Lease

1005 N Demaree
Visalia, California 93291
O | 559.754.3020
F | 559.429.4016
www.mdgre.com

GRAHAM | **& ASSOCIATES**

Matt Graham
Lic# 01804235
www.mdgre.com

to learn more, visit: www.mdgre.com

8444 W Doe Ave | Visalia, CA

GRAHAM | & ASSOCIATES

Property For Lease

PROPERTY DETAILS

Address	8444 W Doe Ave Visalia, CA		
Square Feet Available	Office:	5,537 +/- Sq. Ft.	
	Shop:	8,400 +/- Sq. Ft.	
	Storage Buidling:	5,750 +/- Sq. Ft.	
	Open Storage:	2,445 +/- Sq. Ft.	
Amps	600 Amp		
Voltage	120-208 V Panel - 3 Phase		
Zoning	IH		
Lease Rate	\$22,000 Per Month NNN		
	*Additional 5 +/- Acre Lot for Parking Available for Lease		

Additional Comments:

5 acre lot for lease on the corner of N Kelsey Street and W Doe Avenue in the Visalia Industrial Park. There are multiple buildings on this parcel, providing plenty of space for storage, office use and open yard area. Please call for further details.



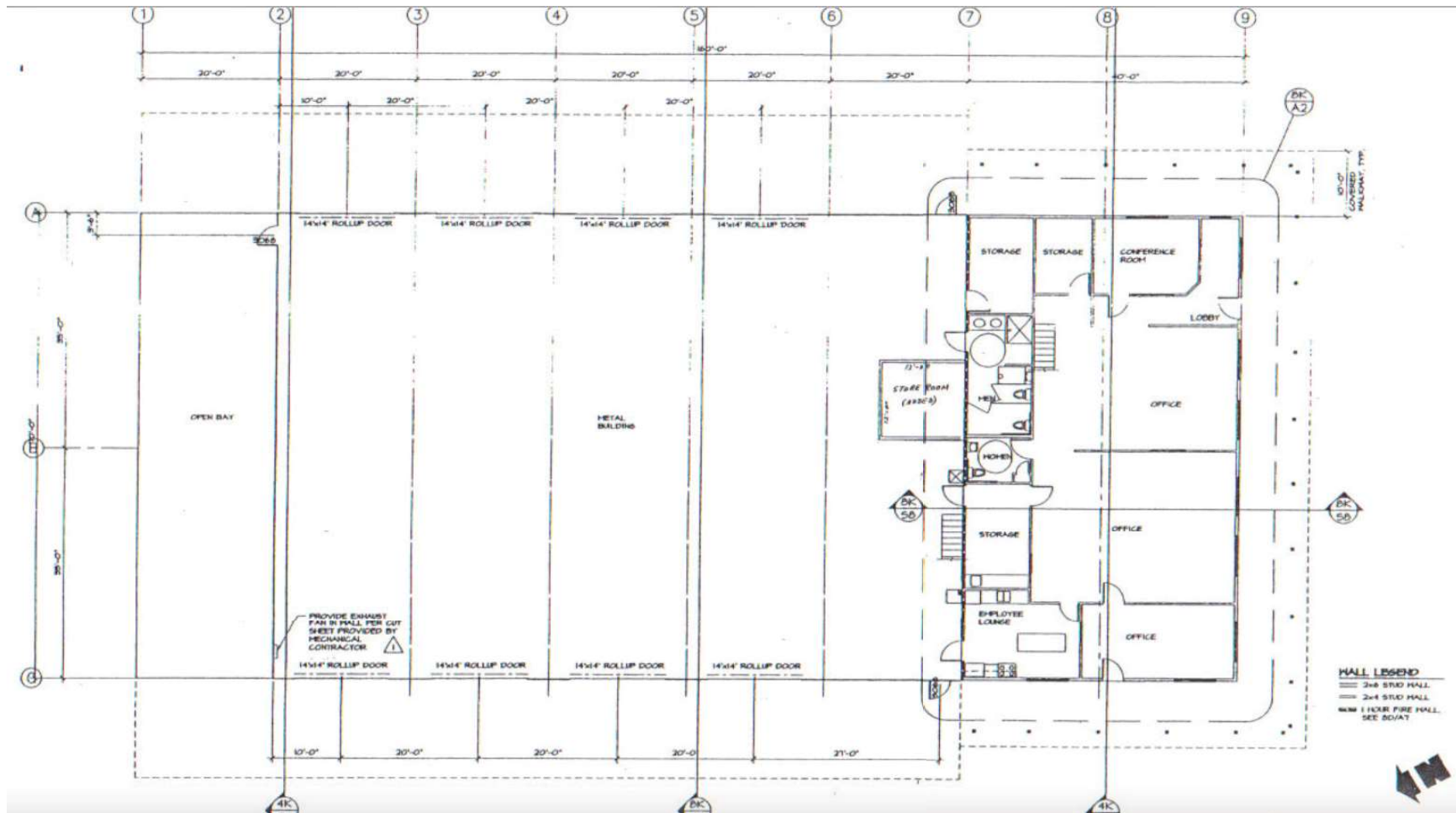
Contact Broker:
Matt Graham
Lic# 01804235

to learn more, visit: www.mdgre.com

1005 N Demaree
Visalia, California 93291
O | 559.754.3020

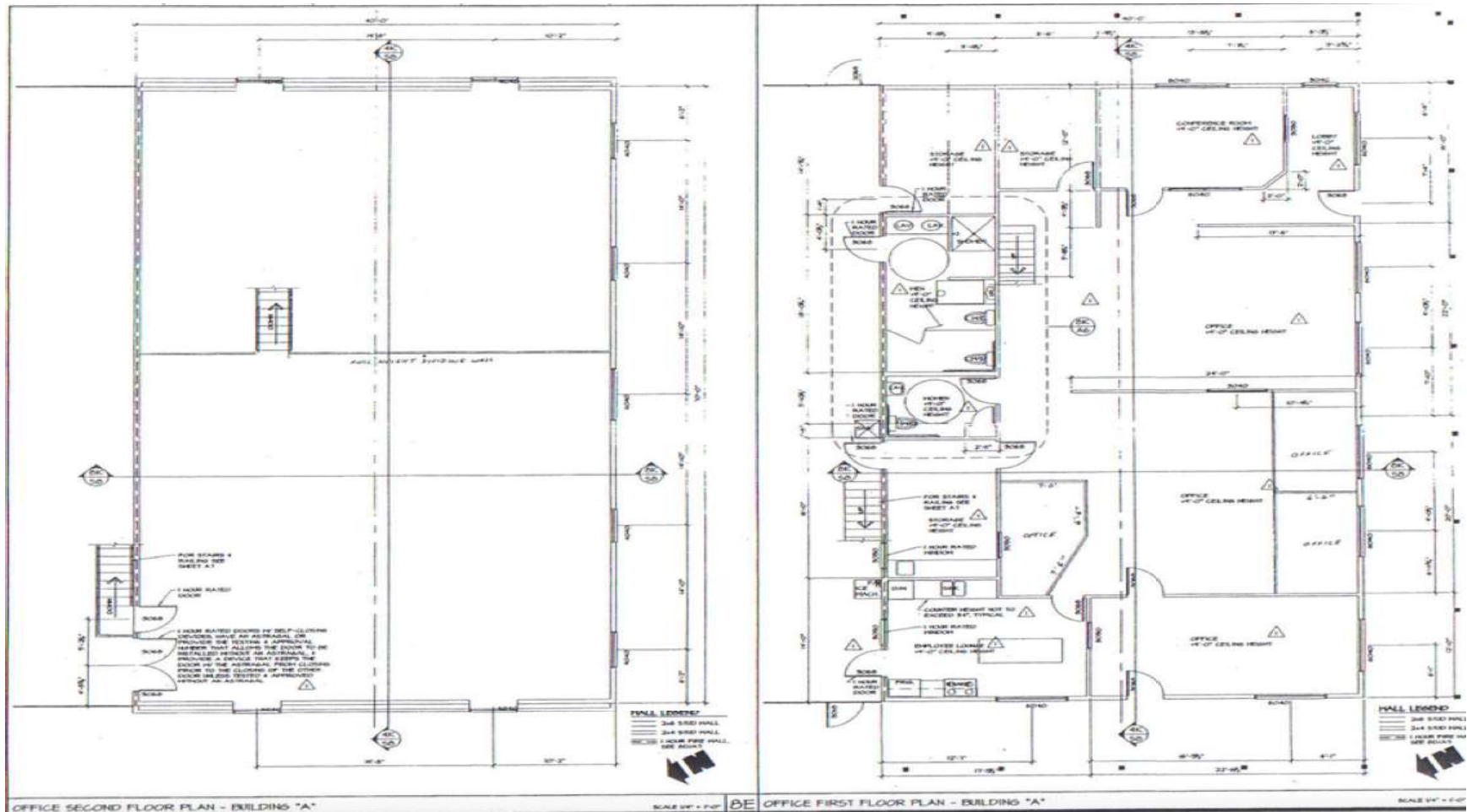
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FLOOR PLAN | OFFICE/SHOP



PLEASE NOTE: ALL INFORMATION AND REPRESENTATION MADE HEREIN, WHILE NOT GUARANTEED, HAVE BEEN SECURED FROM SOURCES WE BELIEVE TO BE RELIABLE, HOWEVER, THEY ARE NOT WARRANTED BY MATT GRAHAM & ASSOCIATES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FLOOR PLAN | 1st & 2nd FLOOR



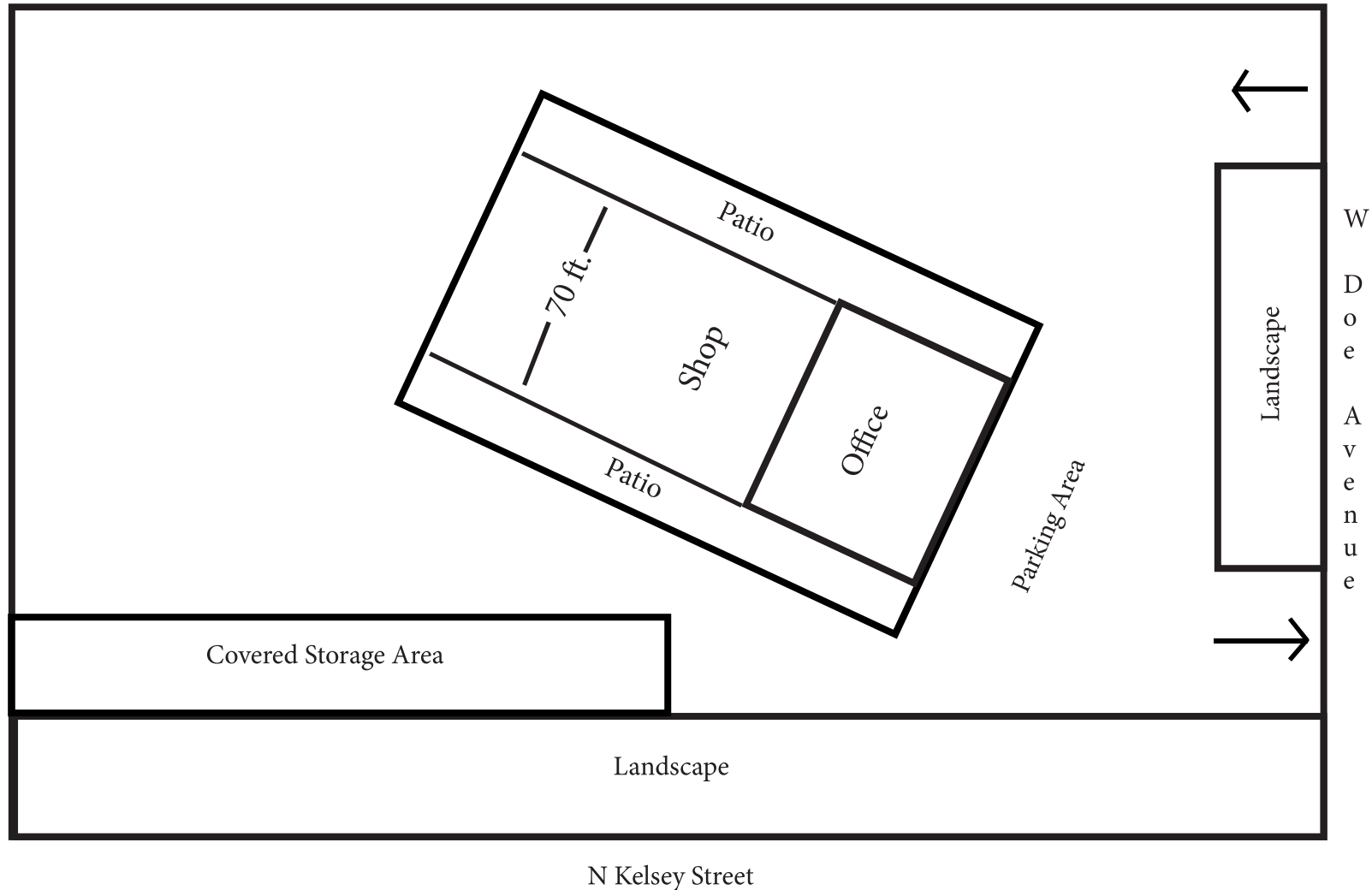
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8444 W Doe Ave | Visalia, CA

GRAHAM & ASSOCIATES

Property For Lease

SITE PLAN



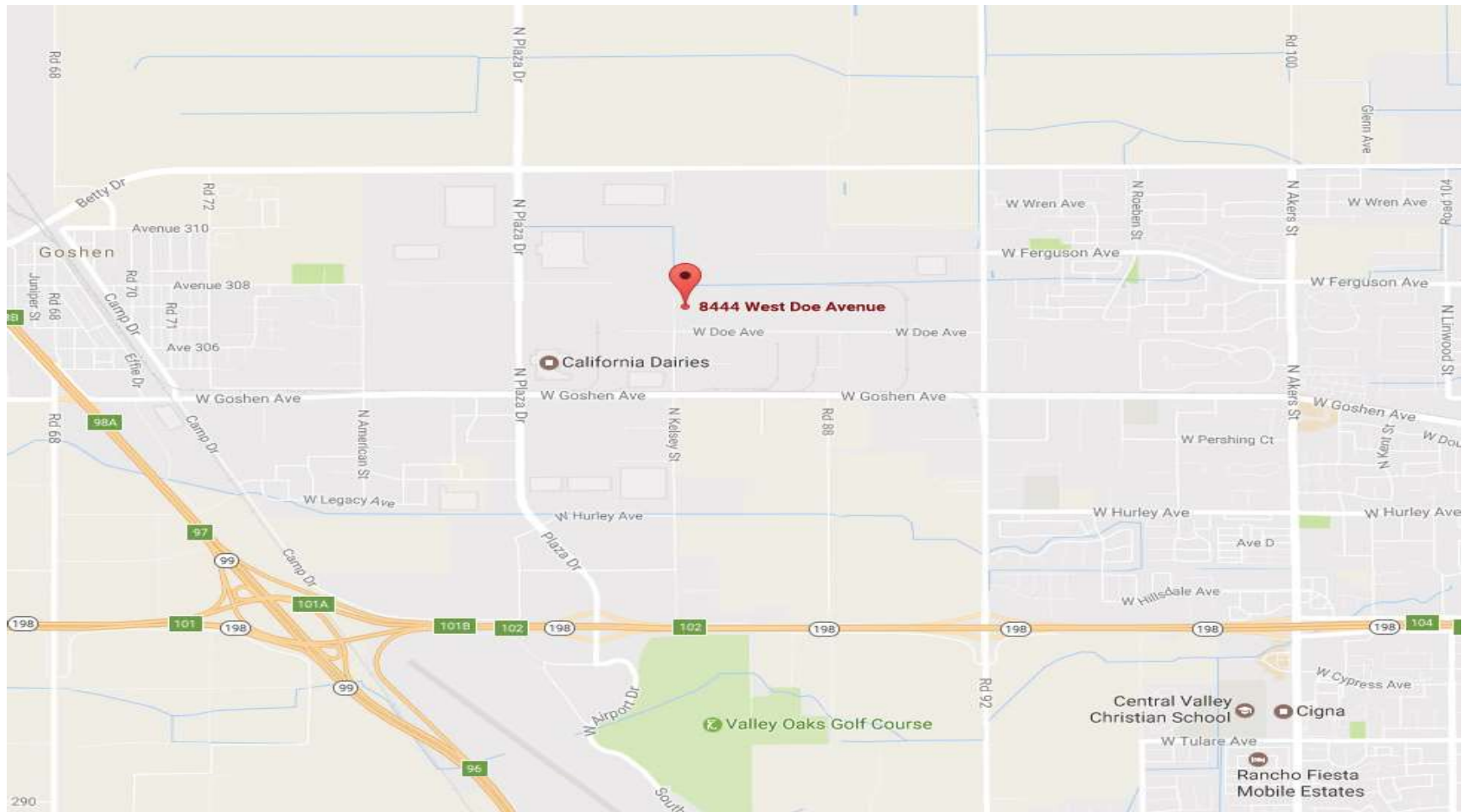
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8444 W Doe Ave | Visalia, CA

GRAHAM & ASSOCIATES

Property For Lease

LOCATION MAP



PLEASE NOTE: ALL INFORMATION AND REPRESENTATION MADE HEREIN, WHILE NOT GUARANTEED, HAVE BEEN SECURED FROM SOURCES WE BELIEVE TO BE RELIABLE, HOWEVER, THEY ARE NOT WARRANTED BY MATT GRAHAM & ASSOCIATES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

8444 W Doe Ave | Visalia, CA

GRAHAM & ASSOCIATES

Property For Lease

PROPERTY LAYOUT



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8444 W Doe Ave | Visalia, CA

GRAHAM | & ASSOCIATES

Property For Lease

PROPERTY PHOTOS



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8444 W Doe Ave | Visalia, CA

GRAHAM & ASSOCIATES

Property For Lease

PROPERTY PHOTOS



PLEASE NOTE: ALL INFORMATION AND REPRESENTATION MADE HEREIN, WHILE NOT GUARANTEED, HAVE BEEN SECURED FROM SOURCES WE BELIEVE TO BE RELIABLE, HOWEVER, THEY ARE NOT WARRANTED BY MATT GRAHAM & ASSOCIATES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 Parties. This Lease ("Lease"), dated for reference purposes only April 2, 2024, is made by and between Freitas Rentals 4, L.P. ("Lessor") and California Vanpool Authority, D.B.A CalVans ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 8444 Doe Ave., Visalia, CA 93291 ("Premises"). The Premises are located in the County of Tulare, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): Approx. 22,132 +/- s/f of Office/ Warehouse Space. (See also Paragraph 2)

1.3 Term: Three (3) years and N/A months ("Original Term") commencing April 15, 2024 ("Commencement Date") and ending April 30, 2027 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$20,000.00 per month ("Base Rent"), payable on the first day of each month commencing May 1, 2024. (NNN) Operating expenses estimated at \$.10 per s/f, \$2,213.20 per month. (See also Paragraph 4)

[X] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: \$10,000.00 for the period April 15, 2024- April 30, 2024.

(b) Security Deposit: \$21,218.00 ("Security Deposit"). (See also Paragraph 5)

(c) Association Fees: N/A for the period.

(d) Other: \$1,106.60 for (NNN) OP for the period, April 15, 2024 - April 30, 2024.

(e) Total Due Upon Execution of this Lease: \$32,324.60.

1.7 Agreed Use: Transportation Agency and for such other lawful purposes, as may be incidental thereto ("Permitted Use"). (See also Paragraph 6)

1.8 Insuring Party. Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 Real Estate Brokers. (See also Paragraph 15 and 25)

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Lessor's Brokerage Firm Graham & Associates License No. 01998518 Is the broker of (check one): [] the Lessor; or [X] both the Lessee and Lessor (dual agent).

Lessor's Agent Matthew D Graham License No. 01804235 is (check one): [] the Lessor's Agent (salesperson or broker associate); or [X] both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Graham & Associates License No. 01998518 Is the broker of (check one): [] the Lessee; or [X] both the Lessee and Lessor (dual agent).

Lessee's Agent Matthew D Graham License No. 01804235 is (check one): [] the Lessee's Agent (salesperson or broker associate); or [X] both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.11 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

[] an Addendum consisting of Paragraphs _____ through _____;

[] a plot plan depicting the Premises;

[] a current set of the Rules and Regulations;

[] a Work Letter;

[X] other (specify): Option to Extend, paragraph 52.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for

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[Signature]
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purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. ~~The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.~~ Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises. **Lessee accepts the property in "as in" condition.**

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

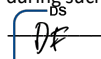
2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.


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3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and

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does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

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7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) Service Contracts. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) Replacement. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. **Lessee shall not remove or alter existing alarm system to the building.**

(c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) Ownership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.


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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment For Insurance. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure


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and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the

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required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an

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assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

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

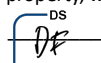
(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF


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RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter prosecutes such cure to completion.

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

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is

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greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** 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 (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser,

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including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

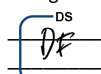
25. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation,


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the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.


30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently

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commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

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

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

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42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

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

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE


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LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 4/5/2024

By LESSOR:
Freitas Rentals 4, L.P.

DocuSigned by:
By: Danny Freitas
Name Printed: Danny Freitas
Title: Landlord/Owner
Phone: 559-686-9572
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Graham & Associates

Attn: Matthew D Graham
Title: Broker

Address: 1005 N Demaree St, Visalia, CA 93291
Phone: 559-754-3020
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 01998518
Agent DRE License #: 01804235

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Executed at: _____
On: _____

By LESSEE:
California Vanpool Authority, D.B.A
CalVans

By: _____
Name Printed: Georgina Landecho
Title: Executive Director
Phone: _____
Fax: _____
Email: Georgina.Landecho@co.kings.ca.us

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Graham & Associates

Attn: Matthew D Graham
Title: Broker

Address: 1005 N. Demaree, Visalia, CA 93291
Phone: 559-754-3020
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 01998518
Agent DRE License #: 01804235

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RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: April 2, 2024

By and Between

Lessor: Freitas Rentals 4, L.P.

Lessee: California Vanpool Authority, D.B.A CalVans

Property Address: 8444 Doe Ave., Visalia, CA 93291
(street address, city, state, zip)

Paragraph: 51.

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (check method(s) to be used and fill in appropriately):

I. Consumer Price Index.

a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): [] CPI W (Urban Wage Earners and Clerical Workers) or [] CPI U (All Urban Consumers), for (fill in Urban Area): _____ or [] the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

II. Fixed Percentage. The monthly Base Rent shall be increased on May 1, 2025 and every twelve (12) months thereafter during the Original Term ("Percentage Increase Date(s)") by three percent (3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

III. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

Table with 2 columns: On (fill in FRA Adjustment Date(s)) and The new Base Rent shall be:
May 1, 2025- April 30, 2026 | \$20,600.00
May 1, 2026- April 30, 2027 | \$21,218.00

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: April 2, 2024

By and Between

Lessor: Freitas Rentals 4, L.P.

Lessee: California Vanpool Authority, D.B.A CalVans

Property Address: 8444 Doe Ave., Visalia, CA 93291
(street address, city, state, zip)

Paragraph: 52. OPTION(S) TO EXTEND TERM. Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee One (1) option(s) to extend the term of the Lease ("Extension Option(s)"), with each Extension Option being for a term of twenty-four (24) months, commencing when the prior term expires ("Option Term(s)"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least sixty (60) but not more than three (3) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (check method(s) to be used and fill in appropriately):

I. Consumer Price Index.

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("Option Term CPI Increase Date(s)") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "Option Term CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): [] CPI W (Urban Wage Earners and Clerical Workers) or [] CPI U (All Urban Consumers), for (fill in Urban Area): _____ or [] the area in which the Premises is located, All Items (1982-1984 = 100). The term "Option Term Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Option Term Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to (select one): [] Commencement Date of the Original Term, [] start of the applicable Option Term, or [] (fill in month) _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

[X] II. Fixed Percentage. During the Option Term(s) which start(s) on March 1, 2027, the monthly Base Rent shall be increased on May 1, 2027 and every twelve (12) months thereafter during such Option Term(s) ("Option Term Percentage Increase Date(s)") by three percent (3 %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

III. Fair Market Value.

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("Fair Market Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("Negotiation Period") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("Submitted Value(s)"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("Advocate Valuator(s)"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Valiators, then such Advocate Valiators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral valuator who shall meet the qualifications set forth herein ("Neutral Valuator"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valiators fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a

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judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuators and the Neutral Valuator ("Valuator(s)") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuators shall be decided by a majority vote of the Valuators, with each Valuator having one (1) vote. The Valuators may, as the Valuators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("Valuators' Market Value"), then decide which Party's Submitted Value is closer in monetary amount to the Valuators' Market Value ("Selected Market Value"), then provide the Parties a copy of the Valuators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuators decide the Selected Market Value, pay the fees and costs of all three (3) Valuators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuators, in deciding the Valuators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuators, in deciding the Valuators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuators, in deciding the Valuators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

IV. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
<u>May 1, 2027- April 30, 2028</u>	<u>\$21,854.54</u>
<u>May 1, 2028- April 30, 2029</u>	<u>\$22,510.18</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Continuation of Original Term Adjustments.

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/W/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Lessor Lessee Date: 4/5/2024

Buyer Seller Lessor Lessee Date: 4/5/2024 DocuSigned by: Danny Freitas EACD814A40F74D0...

Agent: Graham & Associates DRE Lic. #: 01998518 Real Estate Broker (Firm)

By: Matthew Graham DRE Lic. #: 01804235 Date: 4/5/2024 (Salesperson or Broker-Associate)

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THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.


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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Seller's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

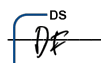
Is (check one): the Buyer's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically


INITIALS

INITIALS

prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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^{DS}

INITIALS

INITIALS

GRAHAM | & ASSOCIATES

1005 N. DEMAREE STREET
VISALIA, CA 93291
559.754.3020

NOTICE TO OWNERS, BUYERS AND TENANTS REGARDING ENVIRONMENTAL MATTERS, AMERICANS WITH DISABILITIES ACT AND RELATED LAWS, FLOOD DISCLOSURE, ZONING/USE DISCLOSURE AND ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT

ENVIRONMENTAL MATTERS

It is essential that all parties to real estate transactions be aware of the health, liability, and economic impact of environmental factors on real estate. Graham and Associates does not conduct investigations or analyses of environmental matters and, accordingly, urges the parties to a real estate transaction to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCBs and other contaminants or petro-chemical products stored in underground tanks) or other undesirable materials or conditions are present at the property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the property.

Various laws and regulations have been enacted at the federal, state and local levels dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of the property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

AMERICANS WITH DISABILITIES ACT AND RELATED LAWS

As an Owner or tenant of real property, you may be subject to the Americans with Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires Owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

We recommend that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease or purchase agreement, to determine if this law would apply to you, and the nature of the requirements. These are legal issues. Cushman & Wakefield cannot give you legal advice on these issues.

Furthermore, all California commercial leases regardless of size executed on or after July 1, 2013 must contain a provision disclosing whether the premises have been inspected by a government-approved Certified Access Specialist (CAsp) and if so, whether the premises have been determined to be in compliance with all applicable construction-related disability accessibility standards. The law (California *Civil Code* §1938) does not require a landlord to conduct a CAsp inspection of the property; however, it does require that the landlord disclose whether or not an inspection has been completed and if so, whether the property meets the applicable accessibility standards.

FLOOD DISCLOSURE

If the premises is located in a Federally Designated Flood Zone, the Tenant's real and personal property situated on or in the premises is not protected by the hazard insurance policy for the property carried by the Owner. The Tenant is responsible for investigating the Flood Zone status of the premises and obtaining insurance to cover the Tenant's property if it so desires.

ZONING/USE DISCLOSURE

Prior to executing a lease, the Tenant is responsible for determining that the zoning applicable to the property allows the Tenant to use the premises for the Tenant's intended use, and that all building codes, parking requirements, and other governmental requirements, improvements required, and permits necessary have been met or are available to Tenant. Graham and Associates has made no representations, except in writing, if any, concerning the zoning and allowable use of the premises and any requirements that may be imposed upon the Tenant by any governmental agency. If the Tenant's use of the premises requires a Use Permit or other permits from a governmental authority it could take several months to obtain same, and Tenant may still be responsible for the payment of rent and other charges whether or not such permits are ultimately obtained.

ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT

The property may be situated in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621-2630 inclusive, of the California *Public Resources Code*; and, as such the construction of development on the property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered with the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on this subject are made by Graham & Associates or its agents or employees, and the Tenant/Purchaser is advised to make its own inquiry into this situation prior to entering into a lease or sale agreement.

California Natural Hazard Disclosures. California law requires the transferor and/or the transferor's agent, as soon as practicable before the transfer/sale of real property, to disclose to any prospective transferee the fact that the property is located in the following: (1) A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency; (2) AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to §8589.5 of the Government Code; (3) A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to §51178 or §51179 of the Government Code, which will subject the owner of such property to the maintenance requirements of §51182 of the Government Code; (4) A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to §4125 of the Public Resources Code, which will subject the owner of such property to the maintenance requirements of §4291 of the Public Resources Code; (5) AN EARTHQUAKE FAULT ZONE pursuant to §2622 of the Public Resources Code, and (6) A SEISMIC HAZARD ZONE pursuant to §2696 of the Public Resources Code. The transferor shall provide any prospective transferee with a Natural Hazard Disclosure Statement for the Property in a form sufficient to satisfy California law.

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. In California, if a pest control report is a condition of the

purchase contract, then buyers/tenants are entitled to receive a copy of the report and any certification and notice of work completed (California Civil Code §1099). Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California, or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Fires. Properties, whether or not located in a designated fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

By your signature below, you acknowledge that you have read and understand this disclosure and have received a copy:

Buyer/Lessee:

Buyer/Lessee Signature (Date)

Seller/Lessor:

DocuSigned by:
Danny Freitas 4/5/2024
EACD814A40F74D0...

Seller/Lessor Signature (Date)



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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California Vanpool Authority

AGENDA ITEM 6-3.

April 11, 2024

Prepared by Georgina Landecho, Executive Director

SUBJECT:

ACTION: Approval of Resolution 24-009 of Intent to Purchase DANNAR MPS Units

BACKGROUND:

To stay ahead of the need to have a ready non-grid power source; to help become somewhat free of the reliance on public infrastructure; and to bring temporary infrastructure to our new facility, staff has researched various charging systems. The DANNAR, a military-grade Mobile Power Station (MPS), application is a viable charging solution. This is a huge step towards agency independence and reliance on public infrastructure.

RECOMMENDED ACTION:

Staff is recommending the CalVans Board adopt Resolution 24-009 providing staff with the ability to execute the purchase of the first two (2) DANNAR MPS units at a discount rate and the conditional purchase, based on available CORE funding, of (8) eight more units. The current purchase price per unit is \$597,490 with an additional \$5,000 for staff training. Due to the delay in delivery time, it is necessary to order them now to get our order in the queue. If approved, the delivery time would be in the fall of 2024, for the first two.

FISCAL IMPACT:

Initially, there may be no realized cost savings monthly until a true comparison between ICE and EV can be determined. CalVans currently spends \$77,000 weekly or \$4 million annually on fuel for ICE (internal combustion engines), CI (compression ignition) for diesel, and for CNG (compressed natural gas) vehicles. CalVans is in the process of developing long-term plans for permanent EV infrastructure once the new facility is secured. In preparation for the incoming EV's the need for constant and reliable charge will become critical for CalVans operations; for the success of increasing VMT, reducing GHG levels in regions served, and not tasking the end user with impractical charge time.

ATTACHMENT(S):

1. Exhibit A. DANNAR MPS Information
2. Attachment 6-3 Resolution 24-009 of Intent to Purchase DANNAR MPS units

CALIFORNIA VANPOOL AUTHORITY

RESOLUTION NO. 2024-009

**RESOLUTION OF THE CALIFORNIA VANPOOL AUTHORITY AUTHORIZING THE APPROVAL OF
THE PURCHASE OF TWO DANNAR MPS UNITS**

WHEREAS, the California Vanpool Authority (CalVans) desires to secure an ungrided charging solution and has researched many options. CalVans has elected a single-source vendor to meet the current demand.

NOW THEREFORE, IT IS RESOLVED, that the California Vanpool Authority wishes to purchase two DANNAR MPS units that will be stationed at the busiest facilities with the greatest need for EV charging. The DANNAR MPS units will be stationed at CalVans' headquarters in Visalia, California in Tulare County, and a second in its second-largest facility in El Centro, California in Imperial County.

FURTHER RESOLVED that the Executive Director, Georgina Landecho, or designee is authorized to execute the EXCLUSIVE AND LIMITED WARRANTIES terms and conditions herein described as Exhibit B and to move forward with the purchase of two reduced cost MPS units.

On a motion by Director _____, seconded by Director _____, the foregoing Resolution was passed and adopted by the Board of Directors of the California Vanpool Authority this 11th day of April 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Steve McShane, Chairperson of the Board of Directors
California Vanpool Authority

Chair of the California Vanpool Authority a Joint Powers Authority,
a public transit agency existing under the authority of California
Government Code § 6500 et seq.

IN WITNESS WHEREOF, I have set my hand this 14th day of April 2024. I, Georgina Landecho, Secretary of the CalVans Board of Directors, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the CalVans Governing Board at its regularly called and conducted meeting held on April 11, 2024.

Georgina Landecho, Executive Director
Secretary of the CalVans Board of Directors
California Vanpool Authority

ADDITIONAL RESEARCH AND BACKGROUND:

The cost of EV charging infrastructure can vary widely depending on the type of charging station and the location. The three primary types of charging stations are Level 1, Level 2, and Level 3 (DC fast charging).

Level 1 (L1) charging stations are the slowest, providing up to 4 miles of range per hour of charging.

Level 2 (L2) chargers are faster, providing up to 25 miles of range per hour of charging.

DC fast (L3) charging stations are the fastest, providing up to 200 miles of range in just 30 minutes of charging, depending on the vehicle.

The cost of charging increases as the charging speed increases.

For agency business, Level 1 EV charging is not sufficient for daily use due to the slow charge times. Level 2 charging stations are much faster than Level 1, but that comes with a higher price tag. The pricing for Level 2 EV charging stations can vary depending on the manufacturer, model, features, and installation costs and can cost anywhere from \$1,500 to \$5,000 for just the equipment alone. This process will cost hundreds of thousands of dollars and will take anywhere from 12 months to 2 years to complete making the EV charging infrastructure a complex and involved process but can be an important investment in the future of the organization. For CalVans, this process is also too long.

Building EV infrastructure involves determining the need, developing a plan, choosing a location, obtaining permits, installing the equipment, testing, and ongoing maintenance.

These charging stations typically plug directly into a standard wall outlet. However, additional installation and labor costs still need to be considered depending on the location of the EV charger. Electrical wiring may need to be done, you may need to update the grid and receive the necessary permits. In addition to the cost of the electrical vehicle supply equipment (EVSE), there will be installation costs to consider, such as the cost of running electrical wiring to the charging station, installation/construction labor costs, electrical grid updates, and permitting/compliance costs. Factors that will determine the price of these additional costs are grid access, distance from the electrical panel, site readiness, and inspections. Overall, with the installation and EVSE costs, installing one Level 2 EV charging station can cost upwards of \$10,000, not including the ongoing and regular maintenance of the equipment.

It's also important to note that while Level 2 charging stations are faster than Level 1 stations, they still may be insufficient to keep up with daily operations depending on how far and often they are being used.

Level 3 (DC fast charging) EV charging stations are by far the fastest charging stations available for electric vehicles. It also involves the most invasive installation and longest lead times but is typically the quickest charging solution to keep vehicles on the road the longest.

In addition to the EV charger cost, there are a lot of installation and labor costs associated with installing a Level 3 EV charging station. DC fast chargers require a high-voltage power supply and a specialized connection, so electricians will need to be hired, for site plan development along with permits, inspections, and fees to meet safety codes. Trenching and digging are also a part of the installation process which requires a construction crew on-site. And finally, after the installation is complete it will need to be thoroughly inspected and tested to make sure it is functioning properly as well as regular maintenance to keep it operating.

Level 3 EVSE starts at about \$20,000, but as much as \$100,000 for a Level 3 EV charger with more advanced features such as multiple charge ports or integrated energy storage. The installation costs alone can amount to around \$100,000 making the total investment for a **Level 3 EV charging station as high as \$200,000 per charger.**

Another significant cost associated with EV charging infrastructure is the **cost of electricity**. Unlike traditional gas stations, EV charging stations need to purchase electricity from the grid to charge electric vehicles.

The cost of this electricity can vary widely depending on the location and the time of day. In some cases, EV charging stations may be able to negotiate lower electricity rates with their utility providers, but this is not always possible.

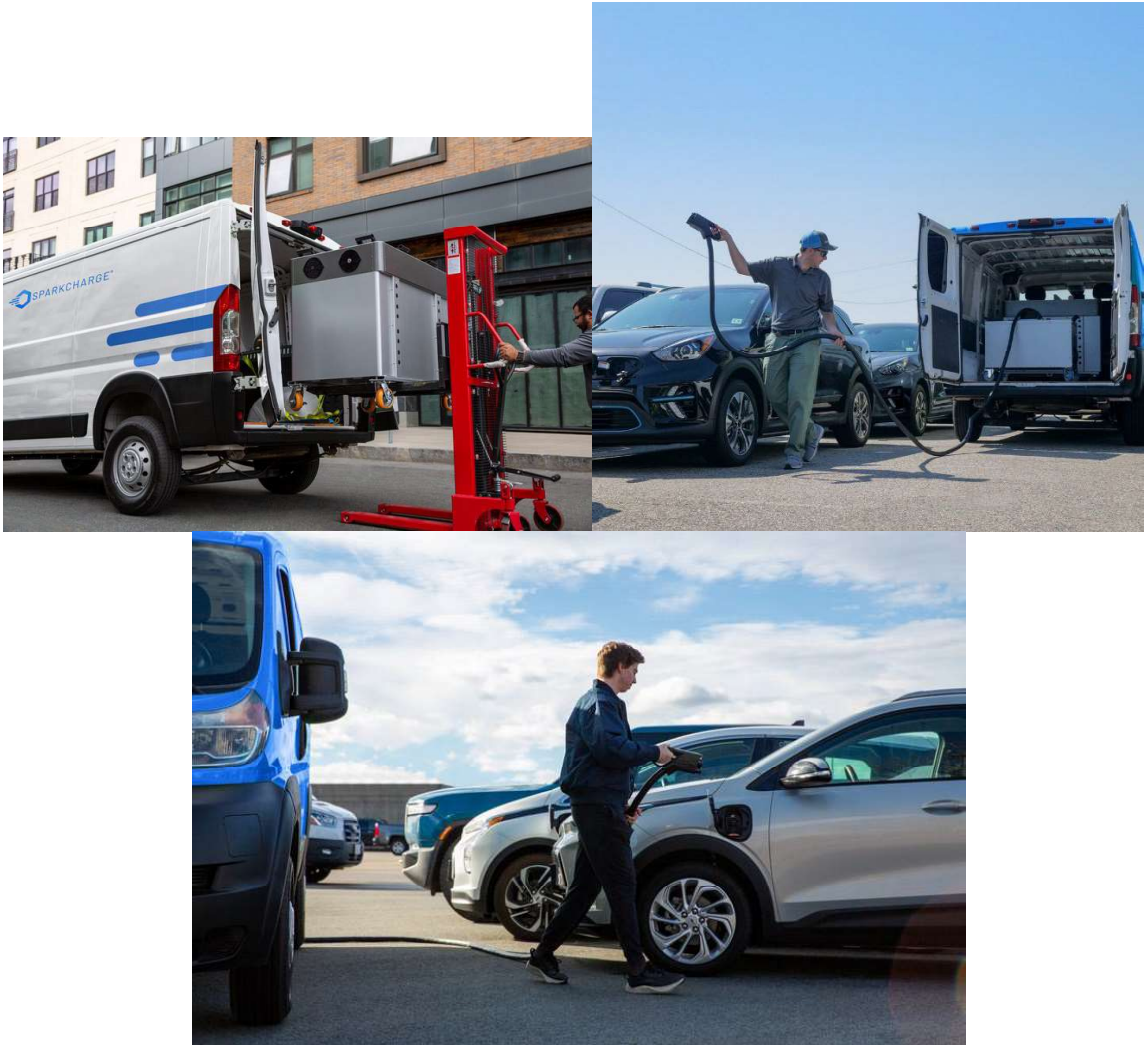
SparkCharge: <https://www.sparkcharge.io>

Another significant cost associated with EV charging infrastructure is the cost of electricity. Unlike traditional gas stations, EV charging stations need to purchase electricity from the grid to charge electric vehicles. The cost of this electricity can vary widely depending on the location and the time of day. In some cases, EV charging stations may be able to negotiate lower electricity rates with their utility providers, but this is not always possible.

EV charging station installation can be expensive and time-consuming. With California's green incentives, CalVans needs a quick solution that does not slow operations with long lead and construction times. Companies like **SparkCharge** created mobile EV charging solutions specifically for public agencies looking to make the transition to electric vehicles.

SparkCharge created the world's first mobile Level 3 EV charger and EV charging service. SparkCharge equipment is not attached to the grid or installed in a specific location. SparkCharge brings EV charging stations to the vehicle when and where it is needed.

SparkCharge utilizes portable EV chargers to create their charging-as-a-service offerings (CaaS), SparkCharge Fleet, and SparkCharge Out of Charge (OOC).



SparkCharge Fleet is a mobile EV charging delivery service that allows fleet managers and operators to create a personalized service that delivers EV charging to vehicles when needed. There are 3 different ways you can have your charges delivered on a recurring schedule, when the vehicle's state of charge (SOC) is low or on demand through our portal.

SparkCharge OOC is a commercial electric vehicle charging service that allows partners to order a charge delivery when the vehicle's SOC is low. This is a great option for vehicles that need to be kept at a certain charge level such as car dealerships.

CalVans would benefit greatly from this type of service which would almost eliminate the need to have any infrastructure when it becomes available locally.

chargeup EV: <https://www.chargeupev.com/>

Another up-and-coming company is chargeup which includes similar services to the previous vendor with an added benefit. Chargeup is low cost and for \$25 per month, including the costs to charge, chargeup will provide the end user with an adapter for their specific vehicles that works within the chargeup network, and if the vehicle will be at a site for some time, or if the chargeup service is mobile, chargeup will also clean and detail the vehicle, eliminating the need to have CalVans staff perform this function. However, the service is not yet in all areas and at the time of the preparation of this agenda, had not returned communication from the quote inquiry, but staff will continue to reach out.

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\$25

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For as low as \$25 a month you get your own charging concierge who will come to your EV and charge it when and where you want it.

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Charge Anywhere!

We believe EV drivers deserve the privilege of never having to go to a charging station. We will charge your EV at home, work, the grocery store, really anywhere you want it.

- Get charged while at work
- You don't even have to be at your car
- Perfect for Apartments and Condos



Take Back Your Time!

What would you do with an extra 2 hours a week? ChargeUp eliminates the time you spend at charging stations and lets you take that time back.

- No more waiting to charge
- Get time to do other things
- You live your life, we'll charge your car

Gravity: <https://gravitytechnologies.com/>

The third, but also currently out-of-reach, company providing innovative and feasible solutions that tie in directly with the mission and vision of CalVans was **Gravity**. This company's Founder and CEO, Moshe Cohen, understands the current and most compelling issue faced by CalVans' end-users, the lack of viable options. Although Gravity would solve many of the current major issues CalVans currently faces feasible battery options on the only available vehicle, the Ford eTransit. With its 18 kWh charging at L2, is not a very user or agency-friendly option. Gravity allows dwell time based on the user's charging need. 13 minutes or 40 minutes to full charge is up to the user and the application settings. With its switch matrices that store power at night when the rate is less expensive but available for users during peak time reduces costs overall. Charging cords use liquid-cooled technology to provide the added charging capacity and ability to

charge at over 500 kWh within the requested dwell time. The goal is a 5-minute charge for Gravity for curbside and mobile charging, but also offers residential and parking lot charging.

Gravity provides the hardware, software, and maintenance citing that Tesla today is currently the most reliable EV network due to using a similar business model. The idea that a charge will take as long as an ICE fuel up, is the end goal. They understand the time wasted by waiting for a charge and the valuable time lost. Additionally, bidirectional charging is standard with Gravity, citing a slightly higher price than Tesla at a flat rate of \$.059 per kWh in the most expensive places, but does cite improvements that will compete with Tesla pricing by tapping into solar and renewable energy integration to reduce pricing.

One major educational factor in purchasing an EV is understanding the battery technology of the vehicle. Buying a vehicle with long charging times is a waste of time and money. Folks should be utilizing wasted charging time by increasing revenue. There is currently not enough awareness about battery technology. Not knowing the deep-speed, 500 kWh capable batteries are needed to be successful. Much like an ICE vehicle, there are options to choose from and consumers should be well-educated on this topic.

Staff will be very excited to hear back from Gravity to determine the feasibility of bringing Gravity to locations served by CalVans.

Other top-rated EV charging options reviewed:

ChargePoint Home Flex: <https://amzn.to/2V3Ye>

Electrify America HomeStation: <https://amzn.to/3Kc7qvo>

Emporia 48-amp: <https://amzn.to/3EgDRGS>

Enel X JuiceBox: <https://amzn.to/3UR55Lk>

EVIQO 48-amp: <https://amzn.to/3TjeOeR>

FLO Home X5: <https://amzn.to/3PPQWxP>

Grizzl-E DUO: <https://amzn.to/3FYKUWU>

Grizzl-E Smart: <https://amzn.to/3BCxexV>

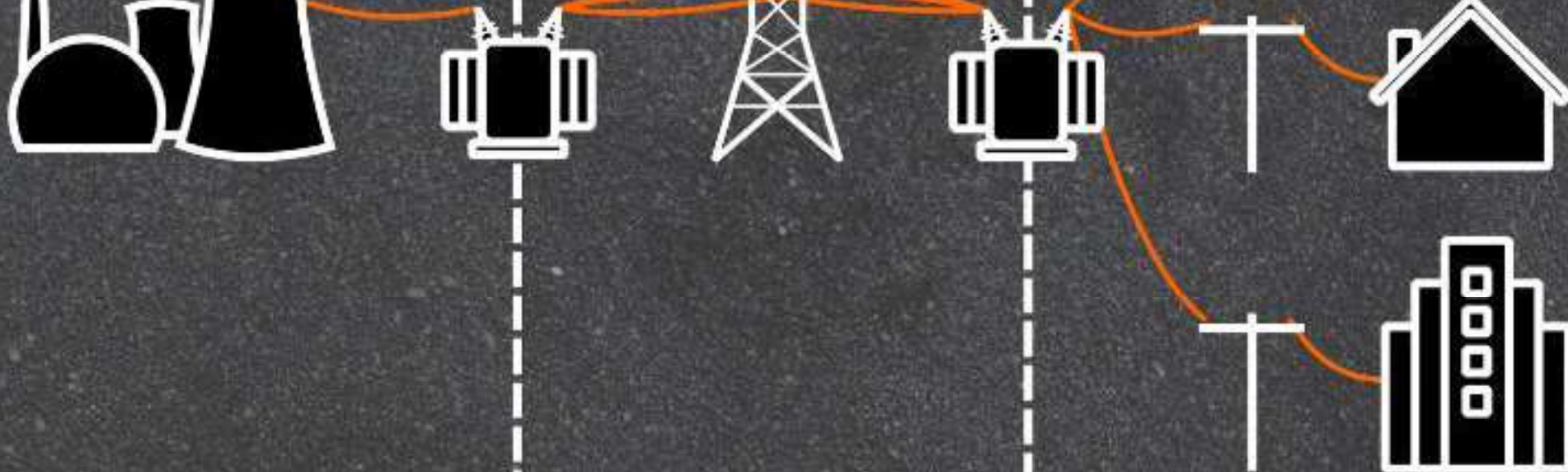
In conclusion, the cost of EV charging infrastructure can be quite significant, with costs ranging from a few hundred dollars for a Level 1 charging station to tens or hundreds of thousands of dollars for a DC fast charging station. Unfortunately, the process is not seamless. Each provider requires a different app and often a distinct adapter.

As more electric vehicles hit the road, the demand for charging infrastructure will only continue to grow. Investing in feasible and innovative EV charging infrastructure is an important one for the future of public transit and transportation in general.

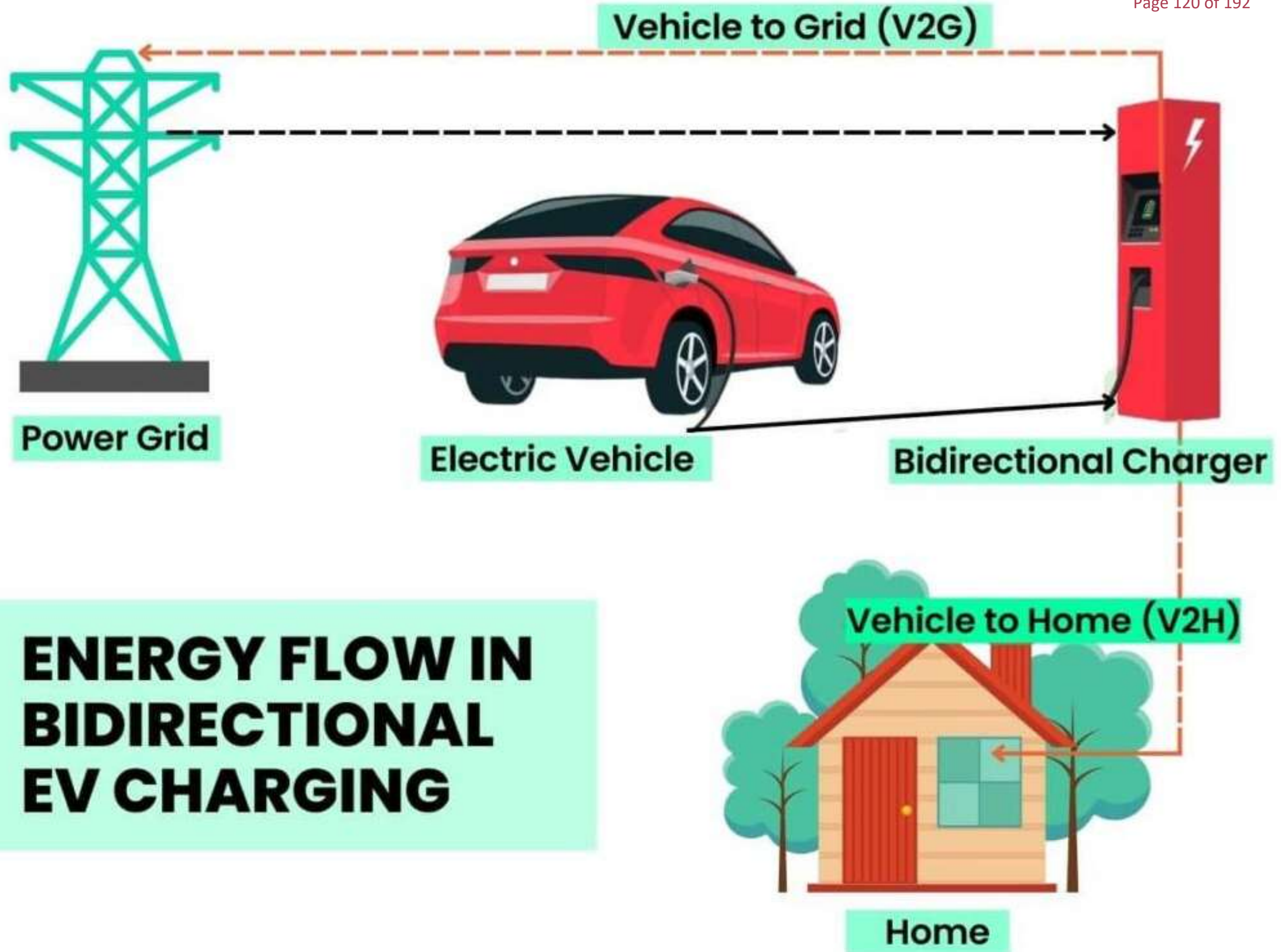
GENERATION

TRANSMISSION

DISTRIBUTION







**ENERGY FLOW IN
BIDIRECTIONAL
EV CHARGING**

Roadie Portable

Designed with businesses in mind, the Roadie makes charging electric vehicles faster and easier. It's an alternative solution to costly and time consuming charging station installation. The Roadie Portable gives your business the flexibility to deploy an EV charging solution that fits your needs. With customizable charger to battery ratios you will be able to maximize your charging efficiency.



Battery Specifications

Total Energy 3.45 kWh	Usable Energy 3.35 kWh	Certifications Certified to Automotive and CE Standards
Weight 70 lbs	Dimensions 9×13.7×23.6 in	

Charger Specifications

Max Power 20 kW	Weight 55 lbs	Output Voltage 150-500 VDC
Dimensions 9×13.7×23.6 in	Cord Length 7.5 ft	Output Current 40 ADC (max continuous)



Portable, Powerful, Modular DC Fast-Charging

Roadie Portable allows you to provide range to EVs that are out of charge and far from a charging station, without the complications of using a flat bed truck or towing solution. Two batteries and a charger can be stacked together and used as an “electric jerry can” solution; add even more batteries to the stack to increase the amount of charge given.



Immediately Deployable

No long wait times or construction. Start charging your EVs right away without the limitations of fixed infrastructure.



Turnkey Charging Solution

Roadie products are modular, meaning they can be stacked together to tailor the amount of range given.



User-Friendly Design

Our user friendly EV chargers and batteries are designed to make charging an EV simple and seamless.

EV charging stations experience 35% downtime for various issues. Roadie Portable is free from the grid, and therefore free from the grid complications that cause malfunctions of charging stations.

Roadie Portable ensures no loss of parking spaces, time-consuming installations or grid updates. Our packages are customizable to your preferred charger to battery ratio and charge your vehicles quickly so you can get back on the road and back to business.





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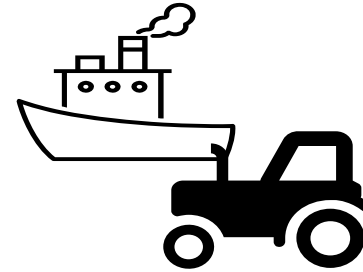
STATE INCENTIVES AND REBATES

On behalf of California State agencies including the Air Resources Board (CARB) and Energy Commission (CEC), CALSTART administers multiple programs designed to financially and programmatically support vehicle and infrastructure transitions to zero-emissions.



HVIP

*Cash on the Hood
Fleets Class 2B-8*



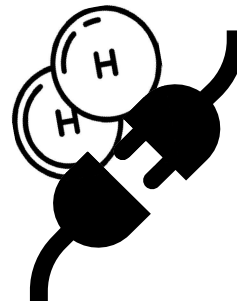
CORE

*Cash on the Hood
Off-Road*



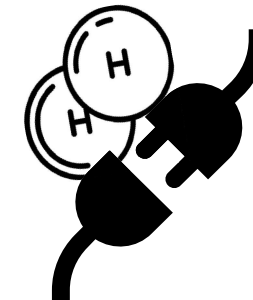
Cal Fleet Advisor

*No Cost
Transition Advising*



EnergIIZE

*Infrastructure Rebates
Commercial*



Communities in Charge

*Infrastructure Rebates
Light Duty*



The California Air Resources Board, in partnership with CALSTART, launched the Clean Off-Road Equipment Voucher Incentive Project (CORE) to help businesses and fleets—both large and small—invest in the most advanced zero-emission off-road freight, agricultural and construction technologies.

It's Quick and Easy

- 1 **To start, visit CaliforniaCORE.org**
- 2 **Choose your equipment.**
CORE covers numerous off-road zero-emission technologies.
- 3 **Choose an approved vendor.**
Equipment dealers and vendors are approved by CORE to ensure a speedy process.
- 4 **Reduce your purchase price.**
The incentive is applied at the time of purchase so there's no waiting for a rebate check or tax credit.
- 5 **Start saving today.**
Enjoy saving money on fuel and reducing emissions.

\$164 MILLION IN VOUCHERS AVAILABLE STARTING 2022

Receive funding up to \$500,000 to help cover the cost of equipment and infrastructure. Additional funds and priority funding available if operating in a pollution overburdened community (refer to program guidelines) and equipment purchased by small businesses.

Eligible Equipment

- On and off-road terminal tractors
- Transport refrigeration units
- Forklifts (greater than 8000 lbs. lift capacity)
- Container handling equipment
- Rubber-tired gantry (RTG) cranes
- Airport cargo loaders
- Wide-body aircraft tugs
- Railcar movers
- Ground power units (GPU)
- Mobile power units (MPU)
- Mobile shore power cable management systems

New Categories

- Agricultural equipment
- Construction equipment
- Harbor craft
- Gardening equipment



CORE is good for California's people, air and economy Deploying more zero-emission off-road equipment in California...



Grows the industry

From ports and railyards to airports, freight facilities, agriculture and construction, CORE makes California the world leader in promoting the adoption of clean off-road equipment. Continued investment in these technologies can grow the industry, create jobs, and boost the economy.



Reduces emissions

Today, off-road equipment is responsible for over 5 million tonnes of carbon dioxide equivalent (CO₂e)¹. That's equivalent to more than a million passenger vehicles driven for a year.² Deploying zero-emission equipment is critical to reducing harmful carbon emissions.



Protects public health

Diesel particulate matter is toxic and contributes to cancer, premature death and other health problems. Thanks to CORE, zero-emission equipment can help reduce pollution in communities across California.



”

Forward-thinking, savvy business owners will want to take advantage of CORE... The result is equipment that saves businesses on fuel costs and has zero tailpipe emissions – a winner for the pocketbook and the community.³

”

Richard Corey

Executive Officer, California Air Resources Board

1 <https://www.greencarcongress.com/2019/08/20190814-calighg.html>
 2 <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>
 3 <https://content.govdelivery.com/accounts/CARB/bulletins/255cb31>

Are you a clean equipment vendor?
See if you qualify to become a vendor for CORE at CaliforniaCORE.org.





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The world's first workpower vehicle engineered to outperform leading work machines and power sources with superior multi-purpose functionality, safety, quality and design.

MOBILE POWER UNIT ALL ELECTRIC. ALL DAY.

0/0

EMISSIONS /
FUEL COSTS

250+

LEADING BRAND
ATTACHMENTS

500^{kWh}

MAX EXPORTABLE
POWER PER MACHINE



SMART MULTI-PURPOSE

Engineered to adapt energy flow and pressure to perform with 250+ CAT®, John Deere®, or Bobcat® attachments



EXPORTABLE ELECTRIC POWER

Exports 125-500 kWh of electric power, 3 hydraulic ports - 100, 240, USB (can attach 480 and 240)



ZERO EMISSIONS

Battery electric machine



REMOTE, MANUAL, SEMI-AUTONOMOUS

Flexible operating modes for ultimate safety and efficiency



CONNECTED SYSTEM

Smart machines connected to HQ and each other, continuous monitoring and data sharing



ULTIMATE IN RELIABILITY

Smart battery electric operating platform never quits and has less than 2 hours of maintenance a yearly



PREMIUM QUALITY

Premium components, materials, craftsmanship for ultimate all terrain, all condition performance



EASY TO USE

DIY assembly and maintenance



HEALTHIER

No diesel fumes, noise, heat

8-10
HRS

Average runtime heavy work.
Actual varies pending use

12
DAYS

Powers a standard cell tower.
Actual varies pending use

2
HOURS

Annual
maintenance



10 years average machine life

8,000 charging cycles

13,000 lbs base vehicle weight*

*Actual weight varies with attachments

600,000 lbs drawbar pull

30,000 lbs forklift capacity

25 mph top speed

For more information, please contact Scott Crepeau at
SCrepeau@dannar.us.com | 317-750-2443 | www.dannar.us.com

DANNAR[®]
POWER TO TRANSFORM

MOBILE POWER STATION®

Works, Powers,
Protects with
Zero Emissions

Engineered to outperform leading industrial work machines with multi-purpose performance (250+ leading brand attachments), exportable electric power and remote, manual and semi-autonomous operations



DANNAR® Your Workpower for Stronger, Safer, Cleaner, Resilient Communities

In today's fast moving world, aging diesel fleets, power grids and infrastructure converge with unexpected events, environmental mandates and surging electricity demand to create big challenges. DANNAR helps communities meet these challenges with a new class of machine that performs multi-purpose industrial work and exports electric power, and also acts as a mobile micro-grid, electric charging station and high-powered generator. The DANNAR industrial workpower vehicle is a rugged, connected, battery electric smart machine that outperforms leading industrial work machines and power sources in utilization, productivity, safety, reliability, cost savings, and carbon reduction. As a vehicle or connected system of vehicles, DANNAR gives communities the ability to adapt and quickly respond to the work and power demands of today.

↑ Utilization ↑ Productivity ↑ Power ↑ Safety ↑ Resiliency ↑ Health ↓ Costs ↓ Carbon ↓ Hazards

One Vehicle, Many Machines:

Rugged, connected and smart, a DANNAR adapts to perform tough work with 250+ CAT, John Deere and Bobcat attachments.

Exportable Electric Power

on Wheels: Provides on-demand mobile electric power, up to 500 kWh of battery electric power. Enough to charge 6 Chevy Volts, power a cell tower for 12 days, an urgent care center for a day and more.

Mobile Microgrid, Charging Station, Generator:

As a single machine or system of machines tethered together, DANNAR is a superior on-demand or permanent power source. Solar canopy option available for sustainable use.

Manual, Remote, Semi-Autonomous Operations:

Operators can perform work out of harm's way with a joystick and can program DANNARs to perform work as directed without anyone on board.

Rugged, Reliable, Dependable:

Each DANNAR® is a smart, connected battery electric technology system that is constantly monitored and does not suffer the breakdowns and maintenance of diesel machines. Built with the highest quality materials, components and craftsmanship, DANNARs excel across all terrains and conditions.

Diesel-Free Forever: DANNAR does tough work without diesel. No diesel fumes, fuel costs, noise, breakdowns or heat. DANNAR® is pure clean battery electric power that is quiet, cool and emissions free.

Easy to Operate: User-friendly and intuitive, owners self-assemble and maintain (less than 2 hours a year). Updates are sent over the Internet.

DANNAR®
POWER TO TRANSFORM

DANNAR – Your Partner to Accelerate the Transition to Net Zero. Page 129 of 192



Based in Indiana, USA, DANNAR manufactures and sells the Mobile Power Station® (MPS®), the leading All-Electric Mobile Energy Storage Solution and Multi-Purpose Work Machine

9+
Industries

12
Years

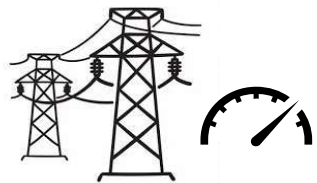


Your Energy Challenge

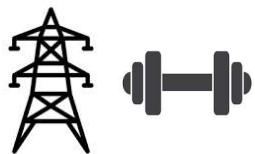
GRID



No Grid

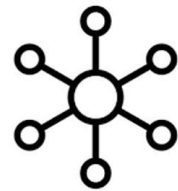


Capacity



Resiliency

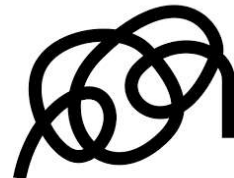
DISTRIBUTION



Hub and Spoke



Mobile



Dynamic

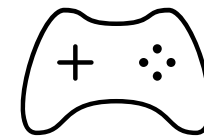
MOBILITY



Self-Powered

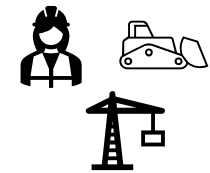


Off-Road

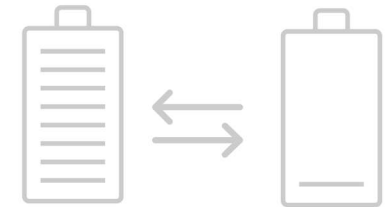


Remote Control

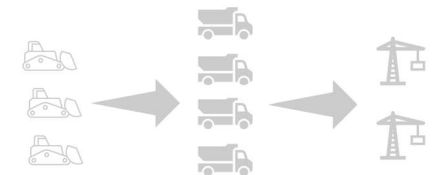
JOBSITE



Resources



Peak & Variable Loads



Changing Phases

The MPS® is a Zero Emissions Mobile Platform with a wide range of capabilities for Mobile EV Charging and Aux Power Supply Anywhere, and Multi-Use Heavy Duty Work Machine.

250+

ATTACHMENTS

8K

CHARGE CYCLES

500

kWh EXPORTABLE

0/0

EMISSIONS/ FUEL COSTS



CONNECTED



REMOTE, MANUAL or AUTONOMOUS features



CLEAN



INTUITIVE



250 kWh



375 kWh

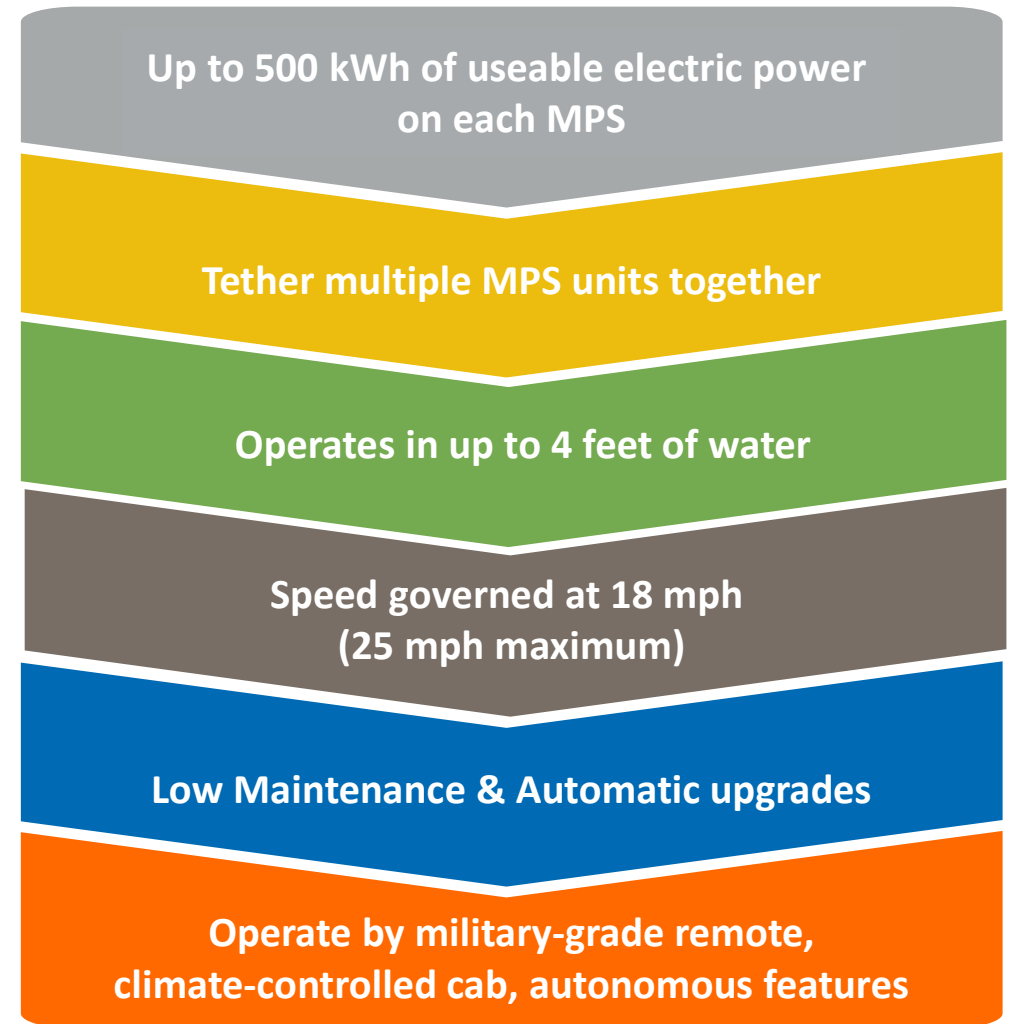
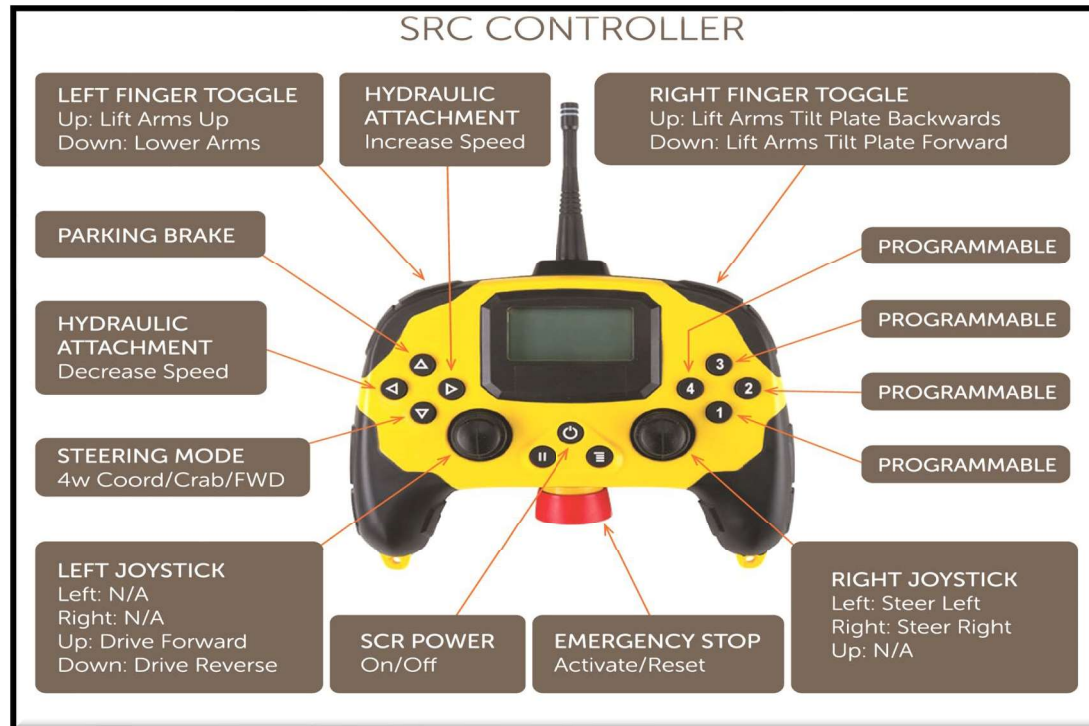
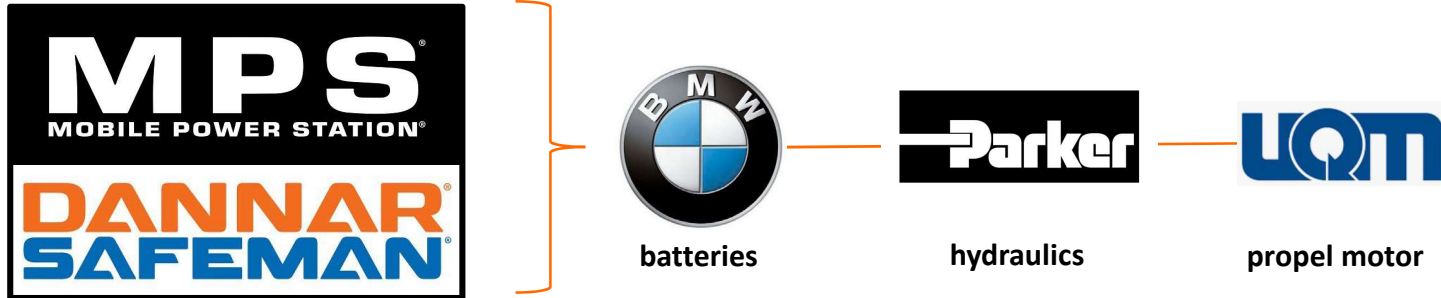


500 kWh



DANNAR delivers and supports your MPS, based on your needs for **work tasks or energy storage.**

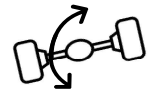
Proprietary Tech Platform



MPS Features and Benefits

Drivetrain

Flexibility



Oscillating Axles



100,000 lbs. Draw Bar*



Hydraulics



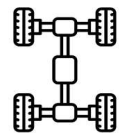
4 Wheel Steer



100,000 lbs. Brake Assisted Trailering**



Work Tools



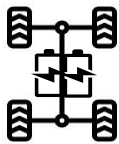
Traction Control



15" Ground Clearance



Hitches



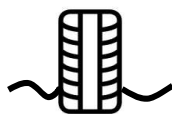
Self-Propelled



45% Grade Capable



5000 lbs Lift Capacity



Ground Flotation



Regenerative Braking



Numerous Configurations



Remote Standard Autonomous Capable



High Water Fording



2nd Owner Flexibility



<p>Fully charge the MPS to 5</p>	<p>Fully charge the MPS to 500 kWh</p>	<p>Fully charge the MPS to 500 kWh</p>
<p>Export power from all DANNAR Mobile Power Stations® 250 kWh – 375 kWh – 500 kWh</p>		
<p>Once in a community, dependent on distance, transport may not be necessary.</p>	<p>Transport or move from staging area, if needed.</p>	

Use Case: Operational Energy & Contested Logistics Electric Tactical Humanitarian Operations Response (eTHOR)

eTHOR- NavalX, SoCal Tech Bridge, AWS partnership- mobile, electric command and control and 5G network

• **Goals:**

- ✓ Increase efficiency of energy logistics in contested environments
- ✓ Provide sufficient network communications in degraded areas of operation



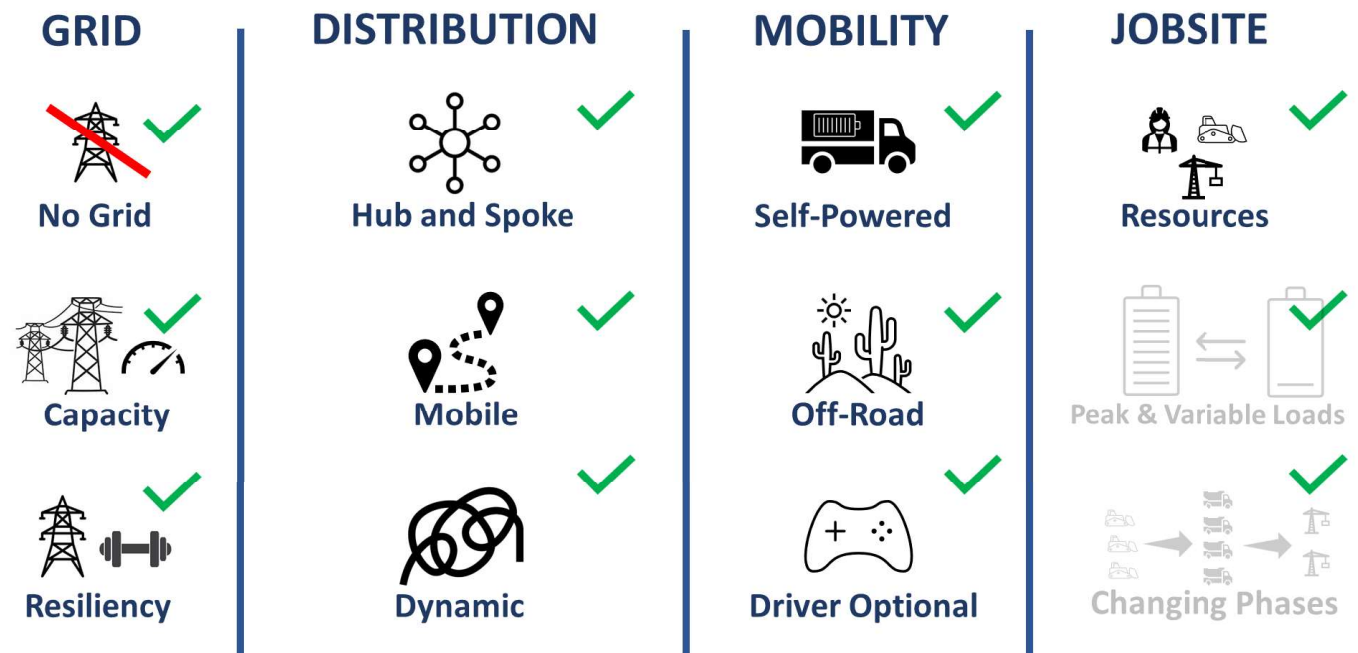


Business Case



- Initial 10x MPS
- Need is immediate given E-Transit Vans
- Lowest Cost Option
- Production Limited, PO Critical

Your Energy Challenge Improved with DANNAR



Robert Blumenfeld

DANNAR West Coast Sales Manager

rblumenfeld@dannar.us.com

510-292-3807

DANNAR – Built in the US

2200 E Bunch Blvd, Muncie, IN

San Clemente, CA

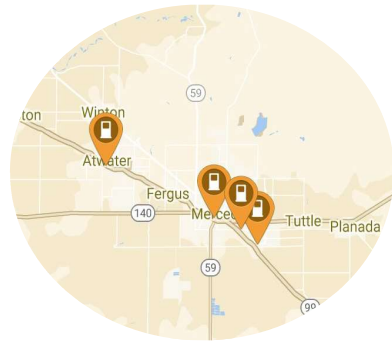


Available on the GSA/CMAS Schedule

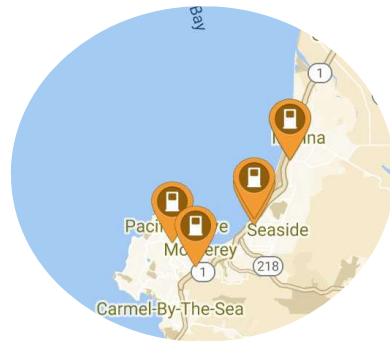
MANUFACTURED IN THE USA

DANNAR[®]
POWER TO TRANSFORM

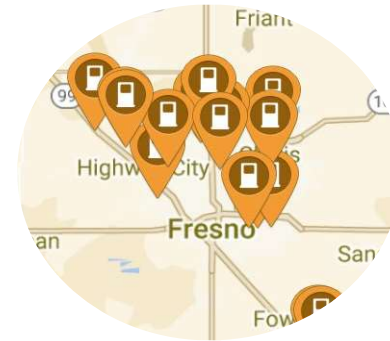




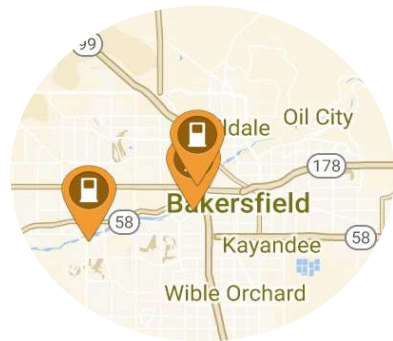
Merced
24 Charging Stations



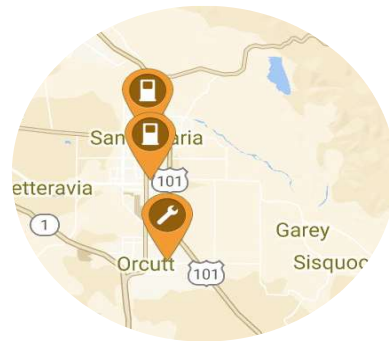
Monterey
24 Charging Stations



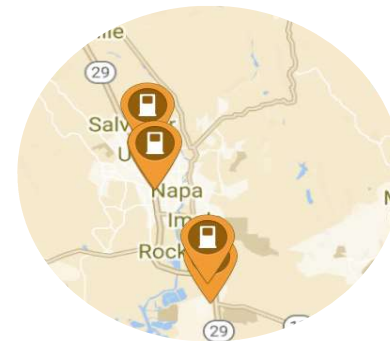
Fresno
50 Charging Stations



Bakersfield
17 Charging Stations



Santa Maria
15 Charging Stations

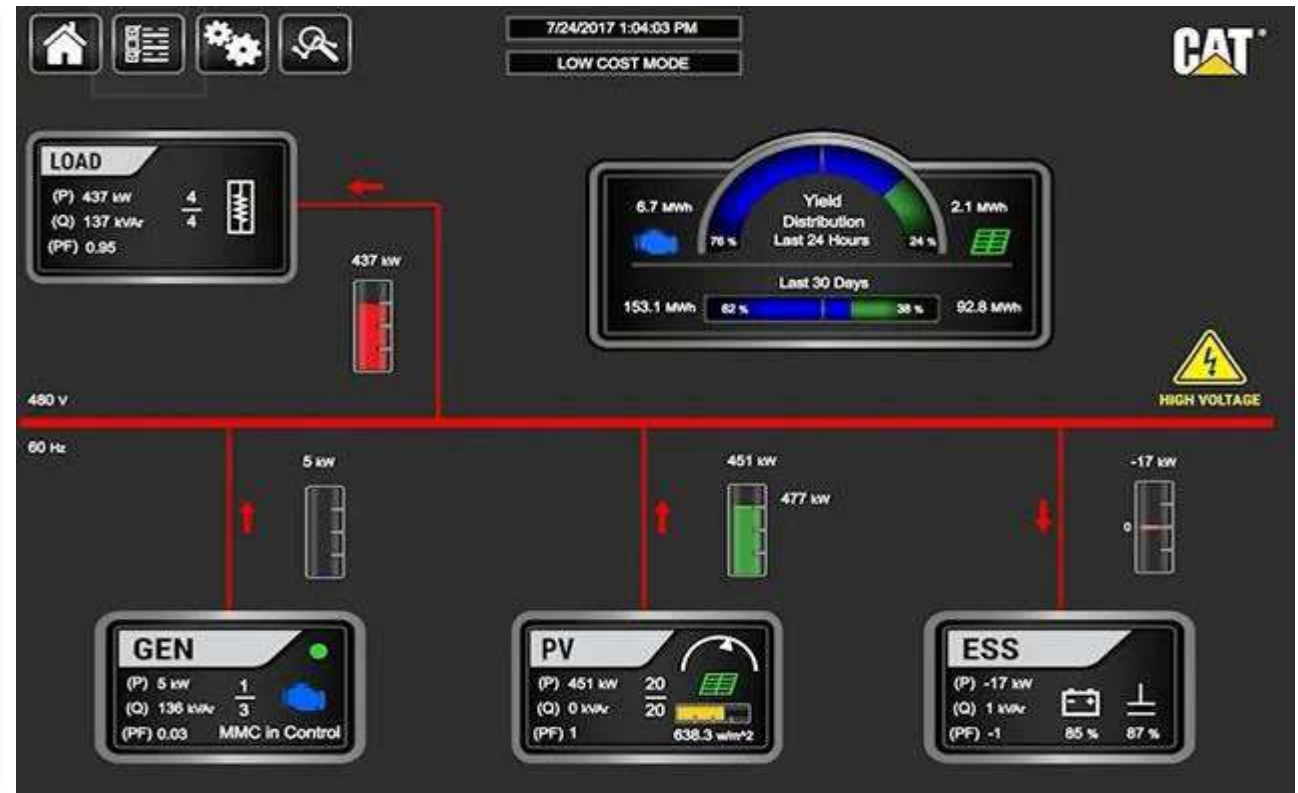


Napa
80 Charging Stations

- Ford E-Transit 68kWhs
- 115kW+ DC Fast Charger (1/2 hr to full)
- CCS1 Connector
- Public
- Approximately 40-mile radius
- More added daily
- Strong likelihood for on-highway unplanned charging

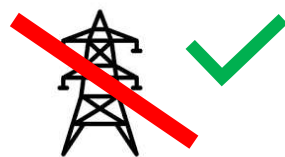
Source: Plugshare.com

YOUR MOBILE EV CHARGER/MOBILE POWER SOURCE AND WORK EQUIPMENT VEHICLES AS A MOBILE MICRO GRID

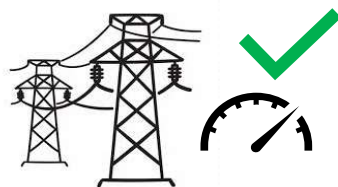


Your Energy Challenge Improved with DANNAR

GRID



No Grid

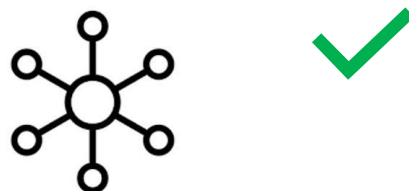


Capacity



Resiliency

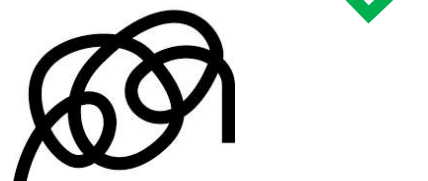
DISTRIBUTION



Hub and Spoke



Mobile



Dynamic

MOBILITY



Self-Powered

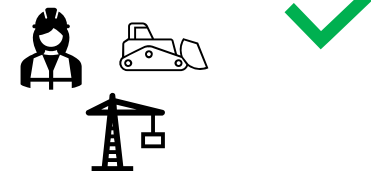


Off-Road



Driver Optional

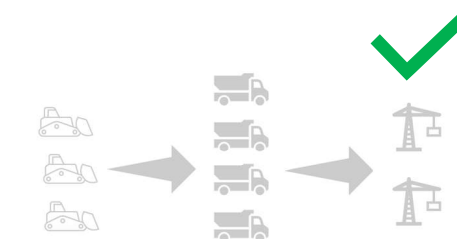
JOBSITE



Resources



Peak & Variable Loads



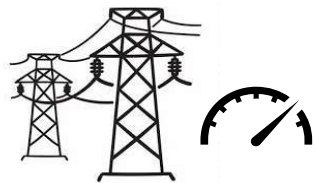
Changing Phases

The Energy Challenge

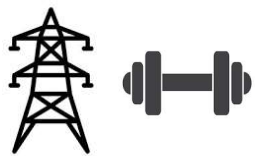
GRID



No Grid

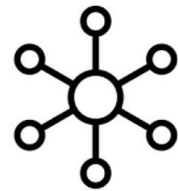


Capacity



Resiliency

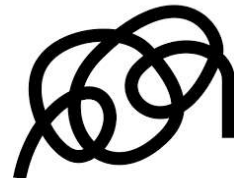
DISTRIBUTION



Hub and Spoke



Mobile



Dynamic

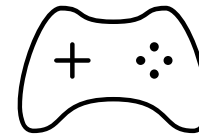
MOBILITY



Self-Powered

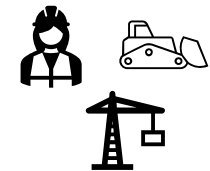


Off-Road

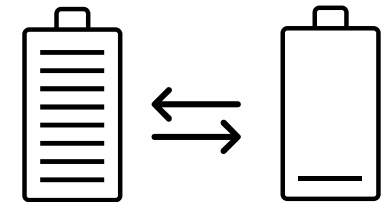


Remote Control

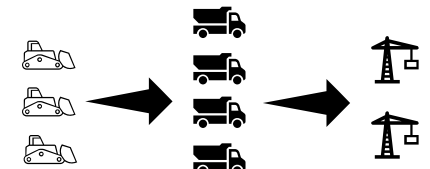
JOBSITE



Resources



Peak & Variable Loads



Changing Phases

MPS Features and Benefits

Feel Good



ZEV



Built in USA



Factory at former US EPA Superfund Clean Site

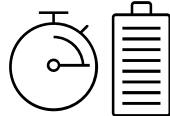


Solar Powered Factory



Veteran Employer

Power



2 Hr Full Recharge*



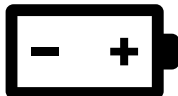
Import/Export
480 3 Phase VAC (Optional)



240, 208, and 120 VAC



DC Fast Chargers (Optional)



275kWh to 500 kWh

Power Options



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California Vanpool Authority (CalVans)
8444 W. Doe Ave, Visalia, Ca 93291

Purchase Order

Date	P.O. No.
4/5/2024	29001094

Vendor
Dannar 2200 E. Bunch Blvd Muncie, In 47303

Ship To
California Vanpool Authority 8444 W. Doe Ave Visalia, Ca 93291

Description	Qty	U/M	Rate	Amount
Mobile Bi-Directional Charging Station			594,990.00	594,990.00
Mobile Bi-Directional Charging Station			594,990.00	594,990.00
Training program for equipment	1		5,000.00	5,000.00

Authorized by CalVans Administration

Total \$1,194,980.00

Phone #
(866) 655-5444



**REVIEW
TERMS & CONDITIONS AND
WARRANTY
THAT FOLLOW QUOTE**

Company Address 2200 E. Bunch Blvd Muncie,
IN 47303
US

Created Date 4/4/2024
Expiration Date 5/31/2024
Quote Number 00000286

Prepared By Robert Blumenfeld
Phone (510) 292-3807
Email rblumenfeld@dannar.us.com

Contact Name Georgina Landecho

Bill To Name CalVans
Bill To 8444 W. Doe Avenue
Visalia, Ca 93291
United States

Ship To Name CalVans

Product	Quantity	Sales Price	Total Price
DANNAR MPS 4.00 w/ 500 kWh (CORE)	2.00	\$418,950.00	\$837,900.00
DANNAR 480 3-Phase - Bi-Directional (275kWh Inbound / 275kWh Outbound)	2.00	\$97,000.00	\$194,000.00
EVSE 2 - 60 KW DC Chargers	2.00	\$79,995.00	\$159,990.00
DANNAR Pintle Hitch Rear Bumper with 100,000 lb. Towing Capacity (CORE)	2.00	\$1,545.00	\$3,090.00
F1-DANNAR Training for First-Time Client	1.00	\$5,000.00	\$5,000.00
-	1.00	\$0.00	\$0.00
STRUCTURE & BODY - Subassembly A	2.00	\$0.00	\$0.00
A1-Heavy Duty Welded Steel Leader Frame	2.00	\$0.00	\$0.00
A2-Modular Body	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
ENERGY & POWER - Subassembly B	2.00	\$0.00	\$0.00
B1-500 kWh BMS i3 Li-Ion Battery System	2.00	\$0.00	\$0.00
B2-EV Charging interface-SAEJ1772 AC Level 2 vehicle J-Type receptacle	2.00	\$0.00	\$0.00
B3-EV Charging interface-SAEJ1772 DC Level 3 vehicle CCS Type 1 receptacle (60kW Capacity)	2.00	\$0.00	\$0.00
B4-Bidirectional inverter-charger: 14.4kW 120/240 VAC split-phase export inverter	2.00	\$0.00	\$0.00
B5-Electric power Export Interface: NEMA 5-20 120VAC 60Hz power receptacles (2)	2.00	\$0.00	\$0.00
B6-Electric power Export Interface: NEMA 14-50 240VAC 60Hz power receptacle (2)	2.00	\$0.00	\$0.00
B7-ElectroHydraulic Work Power System: ElectroHydraulic Power Supply, 42gpm 4000psi	2.00	\$0.00	\$0.00
B8-ElectroHydraulic Work Power System: Hydraulic Main Valve Manifold	2.00	\$0.00	\$0.00
B9-ElectroHydraulic Work Power System: Hydraulic Tool Power Export w couplers for HTMA Tool Type 1 and 3	2.00	\$0.00	\$0.00
B10-ElectroHydraulic Work Power System: Front & Rear Hydraulic Cylinder Ports (Up to 20 gpm)	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
MOBILITY-Subassembly C	2.00	\$0.00	\$0.00
C1-Electric Traction Motor/Inverter System	2.00	\$0.00	\$0.00
C2-Heavy-duty 2-speed transfer case (NOT shift-on-fly)	2.00	\$0.00	\$0.00
C3-Heavy-duty propshafts	2.00	\$0.00	\$0.00
C4-Planetary Drive Steer Axles with Three Modes of Steering	2.00	\$0.00	\$0.00



**REVIEW
TERMS & CONDITIONS AND
WARRANTY
THAT FOLLOW QUOTE**

C5-42-Inch Tires on 8.25/22.5 Wheels (4)	2.00	\$0.00	\$0.00
C6-Chassis Hydraulic Power Unit (CHPU)	2.00	\$0.00	\$0.00
C7-Brake/Steering Hydraulic manifold	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
LIGHTING-Subassembly D	2.00	\$0.00	\$0.00
D1-Under-deck LED work lights (4)	2.00	\$0.00	\$0.00
D2-Amber LED corner marker lights (4)	2.00	\$0.00	\$0.00
D3-LED stop/turn lights (4)	2.00	\$0.00	\$0.00
D4-TIR LED 65" Light Bar (or similar) (1)	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
USER ENVIRONMENT INFORMATION, CONTROLS & COMMUNICATION-Subassembly E	2.00	\$0.00	\$0.00
E1-7-inch User information/input touchscreen	2.00	\$0.00	\$0.00
E2-Wireless Remote Control System	2.00	\$0.00	\$0.00
E3-Diagnostic Link Connector System	2.00	\$0.00	\$0.00
E4-Fleet Management Telematic Module with WiFi + AT&T 4G LTE connectivity	2.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00

Total Price \$1,194,980.00



California Vanpool Authority (CalVans)
8444 W. Doe Avenue, Visalia, Ca 93291

Purchase Order

Date	P.O. No.
4/5/2024	29001095

Vendor
Dannar 2200 E. Bunch Blvd Muncie, In 47303

Ship To
California Vanpool Authority 8444 W. Doe Ave Visalia, Ca 93291

CONDITIONAL PURCHASE ORDER

Description	Qty	U/M	Rate	Amount
Mobile Bi-Directional Charging Station			619,540.00	619,540.00
Mobile Bi-Directional Charging Station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00
Mobile Bi-Directional Charging station			619,540.00	619,540.00

Total	\$4,996,320.00
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Authorized by CalVans Administration

Phone #
(866) 655-5444



**REVIEW
TERMS & CONDITIONS AND
WARRANTY
THAT FOLLOW QUOTE**

Company Address 2200 E. Bunch Blvd
Muncie, IN 47303
US

Created Date 4/4/2024
Expiration Date 7/31/2024
Quote Number 00000272

Prepared By Robert Blumenfeld
Phone (510) 292-3807
Email rblumenfeld@dannar.us.com

Bill To Name CalVans
Bill To California Vanpool Authority
8444 W. Doe Ave
Visalia, Ca 93291

Ship To Name CalVans

Product	Quantity	Sales Price	Total Price
DANNAR MPS 4.00 w/ 500 kWh	8.00	\$441,000.00	\$3,528,000.00
DANNAR 480 3-Phase - Bi-Directional (275kWh Inbound / 275kWh Outbound)	8.00	\$97,000.00	\$776,000.00
EVSE 2 - 60 KW DC Chargers	8.00	\$79,995.00	\$639,960.00
DANNAR Pintle Hitch Rear Bumper with 100,000 lb. Towing Capacity (CORE)	8.00	\$1,545.00	\$12,360.00
F1-DANNAR Training for First-Time Client	0.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
STRUCTURE & BODY - Subassembly A	8.00	\$0.00	\$0.00
A1-Heavy Duty Welded Steel Leader Frame	8.00	\$0.00	\$0.00
A2-Modular Body	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
ENERGY & POWER - Subassembly B	8.00	\$0.00	\$0.00
B1-500 kWh BMS i3 Li-Ion Battery System	8.00	\$0.00	\$0.00
B2-EV Charging interface-SAEJ1772 AC Level 2 vehicle J-Type receptacle	8.00	\$0.00	\$0.00
B3-EV Charging interface-SAEJ1772 DC Level 3 vehicle CCS Type 1 receptacle (60kW Capacity)	8.00	\$0.00	\$0.00
B4-Bidirectional inverter-charger: 14.4kW 120/240 VAC split-phase export inverter	8.00	\$0.00	\$0.00
B5-Electric power Export Interface: NEMA 5-20 120VAC 60Hz power receptacles (2)	8.00	\$0.00	\$0.00
B6-Electric power Export Interface: NEMA 14-50 240VAC 60Hz power receptacle (2)	8.00	\$0.00	\$0.00
B7-ElectroHydraulic Work Power System: ElectroHydraulic Power Supply, 42gpm 4000psi	8.00	\$0.00	\$0.00
B8-ElectroHydraulic Work Power System: Hydraulic Main Valve Manifold	8.00	\$0.00	\$0.00
B9-ElectroHydraulic Work Power System: Hydraulic Tool Power Export w couplers for HTMA Tool Type 1 and 3	8.00	\$0.00	\$0.00
B10-ElectroHydraulic Work Power System: Front & Rear Hydraulic Cylinder Ports (Up to 20 gpm)	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
MOBILITY-Subassembly C	8.00	\$0.00	\$0.00
C1-Electric Traction Motor/Inverter System	8.00	\$0.00	\$0.00
C2-Heavy-duty 2-speed transfer case (NOT shift-on-fly)	8.00	\$0.00	\$0.00
C3-Heavy-duty propshafts	8.00	\$0.00	\$0.00
C4-Planetary Drive Steer Axles with Three Modes of Steering	8.00	\$0.00	\$0.00



REVIEW
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C5-42-Inch Tires on 8.25/22.5 Wheels (4)	8.00	\$0.00	\$0.00
C6-Chassis Hydraulic Power Unit (CHPU)	8.00	\$0.00	\$0.00
C7-Brake/Steering Hydraulic manifold	8.00	\$0.00	\$0.00
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LIGHTING-Subassembly D	8.00	\$0.00	\$0.00
D1-Under-deck LED work lights (4)	8.00	\$0.00	\$0.00
D2-Amber LED corner marker lights (4)	8.00	\$0.00	\$0.00
D3-LED stop/turn lights (4)	8.00	\$0.00	\$0.00
D4-TIR LED 65" Light Bar (or similar) (1)	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
USER ENVIRONMENT INFORMATION, CONTROLS & COMMUNICATION-Subassembly E	8.00	\$0.00	\$0.00
E1-7-inch User information/input touchscreen	8.00	\$0.00	\$0.00
E2-Wireless Remote Control System	8.00	\$0.00	\$0.00
E3-Diagnostic Link Connector System	8.00	\$0.00	\$0.00
E4-Fleet Management Telematic Module with WiFi + AT&T 4G LTE connectivity	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00
F1-Training includes up to eight (8) hours in groups of no more than five (5) individuals	8.00	\$0.00	\$0.00
-	1.00	\$0.00	\$0.00

Total Price \$4,956,320.00



EXCLUSIVE AND LIMITED WARRANTIES

1.01 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that all applicable powertrain components (including, but not limited to, the electrical management systems [EMS]), fuel-cell stack, motors, and powertrain and thermal management systems), electronic components (excluding batteries), telematics components, on-board charging or fueling components, all components along driveline (except for maintenance items, such as tires), and the equipment chassis (including, but not limited to, the frame, cross members, and cab structure) shall be warranted against defects, workmanship, and corrosion for the full warranty period.

1.02 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that damage that occurs because of an incorrectly sized powertrain or other incompatibility between the powertrain and the equipment/chassis (e.g., driveline failures due to excess torque) shall be covered for the full warranty period.

1.03 DD DANNAR, LLC. (the **"Seller"**) warrants for 10 years, or 8,000 charging cycles (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that all installed high voltage battery packs shall be warranted against defects, workmanship, and corrosion. Battery performance is guaranteed to be 70% or more of original capacity during warranty period.

1.04 DD DANNAR, LLC. (the **"Seller"**) warrants for three years, or 6,500 hours (whichever comes first) from the date of original invoice to the original end user (**"Buyer"**) that the warranty shall cover all parts and labor costs.

1.05 THE WARRANTY DOES NOT APPLY to parts the Seller considers to be consumable. Consumable parts are those parts or products that are designed to be expended during the normal operation of the product. These parts include, but are not limited to: filters, belts, tires, bolts, nuts, bushings, and attachment hardware used to mount work tools or accessories to the Mobile Power Station unit.

1.06 THE WARRANTY DOES NOT APPLY to any part of the goods that have been subject to improper or abnormal use, abuse, or negligence, including hitting curbs, abutments, free standing pipes, wire, rocks, or other immovable objects. This warranty does not apply if operators do not conform to all product specifications, including but limited to operation speed and size of cutting material.

1.07 THIS WARRANTY DOES NOT APPLY to any part or parts of the unit that have been subject to alteration or modification, or have been repaired by anyone other than authorized personnel. However, periodic and ordinary servicing of the machinery, such as changes in oil, oil filter, air filter, transmission

Revised 04.01.2024

DD DANNAR, LLC

Headquarters: 4620 W. Bethel Ave, Ste I, Muncie, IN 47304
929 Calle Negocio, Ste D, San Clemente, CA 92673

www.dannar.us.com



fluid, liquid coolant or belt replacement or lubrication, will not void the warranty.

1.08 The warranties described in this section are IN LIEU OF any other warranty, and the Seller hereby expressly DISCLAIMS all other warranties, express or implies, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.

1.09 Except as provided in this statement, no employee, agent, or other person is authorized to give any warranties of any nature on behalf of the Seller. This writing constitutes the *final* expression of the parties' agreement and it is a complete and exclusive statement of the terms of the agreement.

2 Limitation of Remedy.

2.01 The Seller will replace or repair for the original Buyer any warranted part or parts, after examination by qualified Seller personnel, that are found to be defective under normal operation and service due to defects in material or workmanship.

2.02 **Except as provided herein, the Seller shall have no liability or responsibility to Buyer or any other person or entity for incidental or consequential damages or commercial losses nor for any other loss, injury, or damage to person or property resulting from the use or operation of the product or the breach of any warranty.** Notwithstanding the above limitations and warranties, the Seller's liability hereunder for damages incurred by Buyer or others shall not exceed the purchase price of the product.

2.03 The remedies provided in this agreement are meant to be the exclusive remedies available to the Buyer.

3 Procedures to Obtain Limited Remedies.

3.01 The Seller may inspect items prior to approving warranty work or replacement to determine whether the cause of the claimed defect is covered by the warranties provided for in this agreement.

3.02 This warranty is not effective unless the original Buyer can produce a copy of the original invoice upon request.

3.03 Buyer must notify the Seller within thirty (30) days of any claimed defect to be eligible for warranty service.

3.04 Buyer is responsible for returning the goods in question to the Seller.

3.05 A packing slip must accompany each shipment giving model number, serial number, date of sale, hours or time in operation, customer's name, and events leading to the claimed defect.

Revised 04.01.2024

DD DANNAR, LLC

Headquarters: 4620 W. Bethel Ave, Ste I, Muncie, IN 47304
929 Calle Negocio, Ste D, San Clemente, CA 92673

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DD DANNAR, LLC
TERMS AND CONDITIONS OF SALE

1. **Applicability.** These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the equipment (“**Equipment**”) by DD DANNAR, LLC (“**Seller**”) to the buyer named on the applicable purchase order (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Equipment covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The attached applicable purchase order (the “**Purchase Order**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
2. **Delivery.** The Equipment will be delivered within a reasonable time after the receipt of the Purchase Order. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Equipment to Buyer’s shipping address indicated on the Purchase Order (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Equipment. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Equipment at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s order.
3. **Shipping; Title and Risk of Loss.** Seller shall make delivery in accordance with the terms on the face of the Purchase Order. Title and risk of loss passes to Buyer upon delivery of the Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.
4. **Inspection and Rejection of Nonconforming Equipment.** Buyer will be deemed to have accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment within three (3) days of delivery to the Delivery Point and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Equipment**” means only the following: (i) product shipped is different than identified in the Purchase Order; or (ii) product’s label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Equipment, Seller shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for

Revised 04.01.2024

DD DANNAR, LLC

Headquarters: 2200 E. Bunch Blvd., Muncie, IN 47303
929 Calle Negocio, Ste D, San Clemente, CA 92673
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such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Unless otherwise specified, Buyer shall ship, at its expense and risk of loss, the Nonconforming Equipment to Seller's address listed on the Purchase Order. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after receiving Buyer's shipment of Nonconforming Equipment, ship to Buyer, at Buyer's expense and risk of loss, the replaced Equipment to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under this Section 4, all sales of Equipment to Buyer are made on a one-way basis and Buyer has no right to return Equipment purchased under this Agreement to Seller. If Buyer's order includes any custom or special order items that cannot reasonably be resold by Seller to other customers, and if fabrication has already commenced or cannot be terminated without additional out-of-pocket costs to Seller, then Buyer shall, at its election, either (i) pay the reasonable out-of-pocket costs incurred by Seller to cancel or terminate such custom or special order, or (ii) pay the specified Price for such items and take delivery thereof as scheduled.

5. Price. Buyer shall purchase the Equipment from Seller at the prices (the "**Prices**") indicated on the Purchase Order. All Prices are exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by the Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. The buyer shall be solely responsible for assessing whether it is responsible to pay any such taxes, duties or charges.

6. Payment Terms.

- 30% at the time of Purchase Order receipt will be paid, net 30 days.
- 60% paid upon Delivery; net 30.
- The final 10% will be upon successful commissioning at the customer's Delivery Point, net 30.
- The buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to comply with the terms of payment, Seller shall be entitled to hold shipment until payment is made. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's

7. Limited Warranty. Buyer's purchase of the Equipment is subject to Seller's Exclusive and Limited Warranties, and incorporated herein.



8. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE EQUIPMENT SOLD HEREUNDER.

9. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under this Agreement or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Equipment.

10. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer cancels any Purchase Order, Buyer shall reimburse Seller for all custom or specially ordered materials required for such Purchase Order and shall pay such amount over to Seller within fifteen (15) days following Seller's written notice thereof. Buyer shall not cancel any Purchase Orders after Seller has initiated shipment of such Purchase Order.

11. Waiver; Amendment. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

12. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not



marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

13. **Force Majeure.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

15. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

18. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized



overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

19. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

 Signature

 Signature

 Printed

 Printed

 Title

 Title

 Purchaser

 DD DANNAR, LLC

 Date

 Date



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California Vanpool Authority

AGENDA ITEM 7-1.

April 11, 2024

Prepared by Georgina Landecho, Executive Director

SUBJECT:

INFORMATION: Agency Financials Update & Current Budget

BACKGROUND:

The CalVans ad hoc Financial Committee requires the California Vanpool Authority to provide monthly budget updates along with revenue and expenditures compared to the previous fiscal year.

DISCUSSION:

The attached Trial Balance Summary and Current Budget are as of March 31, 2024, and provide Revenue and Expense details and comparisons with the Fiscal Year 2023-2024 Budget. Most line items are in line with the amounts budgeted for FY 23/24 budget considering we are $\frac{3}{4}$ of the way into the fiscal year.

FISCAL IMPACT:

None

ATTACHMENT:

7-1. Agency Financials & Budget



CalVans Board of Directors Regular Meeting Agenda
April 11th, 2024

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County of Kings
KCFEFS Trial Balance Summary

Accounting Period 9/2024

As Of Mar 31, 2024

Selection Criteria: Fund(s) 710355 - CalVans

Report Generated on Apr 5, 2024 4:40:01 PM

Page 1 of 1

Fund: 710355 - CalVans

GL Account	GL Account Description	Debit Balance	Credit Balance
Assets			
710355-10000	CalVans/Cash In Treasury	2,876,944.54	
710355-10001	CalVans/Imprest Cash	100.00	
710355-13000	CalVans/Accounts Receivable	2,801,254.16	
710355-20000	CalVans/Due From Other Funds		52,304.20
710355-22000	CalVans/Deposit With Others	759,135.61	
710355-22007	CalVans/Prepaid Expenses	545.16	
710355-34000	CalVans/Structures And Improvements	522,879.98	
710355-34900	CalVans/Accum Depr - S & I		211,086.58
710355-35000	CalVans/Equipment	29,410,799.54	
710355-35900	CalVans/Accum Depr - Equip		25,358,938.18
710355-36900	CalVans/Accum Depr - Infrastructure		32,880.00
710355-41000	CalVans/Deferred Outflow	639,169.52	
710355-42000	CalVans/Net Pension Asset	144,275.00	
Subtotal - Assets		37,155,103.51	25,655,208.96
Liabilities			
710355-51000	CalVans/Warrants Payable		95,973.59
710355-51001	CalVans/Accounts Payable		1,331,246.49
710355-51010	CalVans/Due Other Agencies		35,711.16
710355-51077	CalVans/Accrued Expenses Payable		101,620.54
710355-51260	CalVans/Compensated Absences Pay		80,919.81
710355-51261	CalVans/Sick Leave Payable		15,656.13
710355-51295	CalVans/Leases Payable		656,260.27
710355-51296	CalVans/Loans Payable		1,699,520.43
710355-51297	CalVans/Loans Payable - Current	1,146,399.78	
710355-51316	CalVans/Leases Payable - Current	13,241.12	
710355-59999	CalVans/VOUCHERS PAYABLE		28,776.33
710355-61000	CalVans/Deferred Inflow		403,583.00
Subtotal - Liabilities		1,159,640.90	4,449,267.75
Fund Balance			
710355-71008	CalVans/Capital Contribution		
710355-71009	CalVans/Fund Balance Available		4,661,395.53
710355-72000	CalVans/Rstr for Net Pension Asset		
Subtotal - Fund Balance			4,661,395.53
Revenue			
917000-84000	CalVans/Interest On Current Deposits		6,987.92
917100-80000	Gen Vanpool/Other Intergovernmental		216,130.69
917100-88013	Gen Vanpool/Van Pool		1,059,400.82
917200-80000	Ag Vanpool/Other Intergovernmental		3,611,105.00
917200-85047	Ag Vanpool/St Aid - Grants		7,493.00
917200-88019	Ag Vanpool/Passenger Fares		8,635,398.06
917200-88025	Ag Vanpool/Other Revenue		5,333.33
Subtotal - Revenue			13,541,848.82



County of Kings
KCFEFS Trial Balance Summary

Accounting Period 9/2024

As Of Mar 31, 2024

Selection Criteria: Fund(s) 710355 - CalVans

Report Generated on Apr 5, 2024 4:40:01 PM

Page 1 of 1

Fund: 710355 - CalVans

GL Account	GL Account Description	Debit Balance	Credit Balance
Expenditure			
917000-91000	CalVans/Regular Employees	412,511.35	
917000-91002	CalVans/Special Pays	27,572.94	
917000-91005	CalVans/Retirement	45,792.74	
917000-91007	CalVans/Health Insurance	128,712.46	
917000-91008	CalVans/Management Life Insurance	2,270.20	
917000-91010	CalVans/Insurance - Workers Comp	11,266.71	
917000-91012	CalVans/Social Security - Medicare	6,091.01	
917000-92001	CalVans/Supplies & Materials	57,325.57	
917000-92006	CalVans/Communications	25,291.87	
917000-92014	CalVans/Insurance	35,941.51	
917000-92018	CalVans/Office Equipment & Supplies	64,239.69	
917000-92019	CalVans/Maintenance - Equipment	22,041.50	
917000-92021	CalVans/Maintenance - S. I. & G.	10,944.00	
917000-92023	CalVans/Fuel And Oil	175,753.92	
917000-92033	CalVans/Postage And Freight	945.12	
917000-92035	CalVans/Printing/Stores	63.70	
917000-92037	CalVans/Prof & Spec Services	149,063.11	
917000-92038	CalVans/Legal	16,788.00	
917000-92046	CalVans/Auditing & Accounting	107,759.00	
917000-92058	CalVans/Rents & Leases - Software	108,732.42	
917000-92059	CalVans/Rents & Leases - S.I. & G.	186,534.00	
917000-92062	CalVans/Small Tools & Instruments	54.06	
917000-92064	CalVans/Personnel Testing	100.00	
917000-92068	CalVans/Purchasing Charges	1,693.92	
917000-92090	CalVans/Travel	4,302.19	
917000-92094	CalVans/Utilities	7,912.75	
917000-92103	CalVans/Electronic Hardware	1,907.08	
917000-92110	CalVans/Training	193.95	
917000-93003	CalVans/Interest On Other Long-Term De	1,261.80	
917000-93038	CalVans/Cost Allocation Plan Charges	7,277.25	
917000-93048	CalVans/Info Tech Services	39,477.36	
917100-91000	Gen Vanpool/Regular Employees	99,738.06	
917100-91002	Gen Vanpool/Special Pays	5,786.47	
917100-91005	Gen Vanpool/Retirement	11,838.02	
917100-91012	Gen Vanpool/Social Security - Medicare	2,748.34	
917100-92001	Gen Vanpool/Supplies & Materials	1,567.57	
917100-92006	Gen Vanpool/Communications	36,819.93	
917100-92014	Gen Vanpool/Insurance	663,998.98	
917100-92018	Gen Vanpool/Office Equipment & Supplies	188.53	
917100-92019	Gen Vanpool/Maintenance - Equipment	313,550.66	
917100-92023	Gen Vanpool/Fuel And Oil	553,670.02	
917100-92037	Gen Vanpool/Prof & Spec Services	15,943.97	



County of Kings
KCFEFS Trial Balance Summary

Accounting Period 9/2024

As Of Mar 31, 2024

Selection Criteria: Fund(s) 710355 - CalVans

Report Generated on Apr 5, 2024 4:40:01 PM

Page 1 of 1

Fund: 710355 - CalVans

GL Account	GL Account Description	Debit Balance	Credit Balance
917100-92045	Gen Vanpool/Outreach	11,422.50	
917100-92057	Gen Vanpool/Rents & Leases - Equipmt	90,409.00	
917100-92064	Gen Vanpool/Personnel Testing	5,318.00	
917100-92090	Gen Vanpool/Travel	22.65	
917200-91000	Ag Vanpool/Regular Employees	537,646.50	
917200-91002	Ag Vanpool/Special Pays	24,848.82	
917200-91005	Ag Vanpool/Retirement	60,933.04	
917200-91011	Ag Vanpool/Unemployment Insurance	5,143.57	
917200-91012	Ag Vanpool/Social Security - Medicare	10,653.81	
917200-92001	Ag Vanpool/Supplies & Materials	97,201.93	
917200-92006	Ag Vanpool/Communications	381,943.32	
917200-92014	Ag Vanpool/Insurance	1,389,990.75	
917200-92018	Ag Vanpool/Office Equipment & Supplies	11,244.60	
917200-92019	Ag Vanpool/Maintenance - Equipment	1,080,768.61	
917200-92023	Ag Vanpool/Fuel And Oil	2,621,740.74	
917200-92033	Ag Vanpool/Postage And Freight	184.73	
917200-92037	Ag Vanpool/Prof & Spec Services	401,990.62	
917200-92045	Ag Vanpool/Outreach	6,402.93	13,419.56
917200-92057	Ag Vanpool/Rents & Leases - Equipmt	141,808.34	
917200-92059	Ag Vanpool/Rents & Leases - S.I. & G.	213.34	
917200-92062	Ag Vanpool/Small Tools & Instruments	1,362.06	
917200-92064	Ag Vanpool/Personnel Testing	28,031.00	
917200-92090	Ag Vanpool/Travel	5,442.19	
917200-92094	Ag Vanpool/Utilities	5,832.45	
917200-92112	Ag Vanpool/Training - POST	76.59	
917200-93003	Ag Vanpool/Interest On Other Long-Term De	63,183.22	
Subtotal - Expenditure		10,349,487.04	13,419.56
FUND TOTALS			
	Fund is in Balance	48,225,939.69	48,225,939.69

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IN SUMMARY:

UNADJUSTED-CASH BASIS REVENUES - 03/31/2024	13,541,848.82
UNADJUSTED-CASH BASIS EXPENSES - 03/31/2024	10,336,067.48
PROFIT/(LOSS) - 03/31/2024	3,205,781.34

MERCHANTS LOANS - DEBT SCHEDULE:					
Original Principle Balance	Interest Rate	Principal Paid Thru 03/31/2024	Interest Paid Thru 03/31/2024	Principle Paid In Prior Yrs	Principal Balance as of 03/31/2024
1,000,000.00	12.900	202,048.17	240,787.60	797,951.83	-
1,852,870.43	9.817	336,409.73	480,087.14	996,973.09	519,487.61
3,544,074.51		538,457.90	720,874.74	2,486,129.00	519,487.61



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County of Kings
KCFEGL 3 Year Budget and Actuals Comparison
Selection Criteria: Summarize by Group 02, Fiscal Year , All Funds,
 Department(s): 917 - CalVans, All Budget Units
 Report Generated on Apr 8, 2024 7:55:03 AM

Fund: 710355 - CalVans

	2023 Budget	2023 Actual	2024 CB Budget	2024 Actual	
Revenues					
Revenues					
80000 - Other Intergovernmental	580,498.00	438,802.76	572,000.00	3,827,235.69	669.10%
84000 - Interest On Current Deposits	9,000.00	14,480.41	9,000.00	6,987.92	77.64%
85047 - St Aid - Grants	8,000.00	12,485.00	16,000.00	7,493.00	46.83%
88006 - Sale Of Fixed Assets	0.00	0.00	2,260,000.00	0.00	0.00%
88013 - Van Pool	2,500,000.00	1,401,998.34	3,600,000.00	1,059,520.82	29.43%
88014 - Advertisement	15,000.00	17,000.00	22,000.00	0.00	0.00%
88019 - Passenger Fares	11,400,000.00	11,420,192.85	23,825,000.00	8,801,569.06	36.94%
88025 - Other Revenue	46,000.00	65,131.31	12,065.00	5,333.33	44.20%
Revenues - Total	14,579,248.00	13,403,600.67	30,316,065.00	13,708,139.82	
Revenues - Total	14,579,248.00	13,403,600.67	30,316,065.00	13,708,139.82	
Expenses					
Expenditures					
91000 - Regular Employees	1,630,000.00	1,616,502.10	1,858,000.00	1,049,859.91	56.50%
91002 - Special Pays	90,000.00	111,775.48	123,000.00	58,208.23	47.32%
91005 - Retirement	170,000.00	185,244.07	207,000.00	118,563.80	57.28%
91007 - Health Insurance	188,604.00	156,278.05	190,000.00	128,712.46	67.74%
91008 - Management Life Insurance	5,000.00	2,996.97	5,000.00	2,270.20	45.40%
91010 - Insurance - Workers Comp	30,000.00	22,972.00	37,000.00	11,266.71	30.45%
91011 - Unemployment Insurance	6,200.00	6,495.02	8,300.00	5,143.57	61.97%
91012 - Social Security - Medicare	19,636.00	23,945.34	27,500.00	19,493.16	70.88%
92001 - Supplies & Materials	164,000.00	145,918.00	267,000.00	158,444.16	59.34%
92005 - Uniform Allowance	8,000.00	0.00	8,000.00	0.00	0.00%
92006 - Communications	332,000.00	353,101.61	800,000.00	506,955.12	63.37%
92014 - Insurance	2,485,000.00	2,509,817.02	3,930,000.00	2,089,931.24	53.18%
92018 - Office Equipment & Supplies	40,500.00	49,332.60	86,200.00	75,672.82	87.79%
92019 - Maintenance - Equipment	1,914,500.00	2,154,677.18	2,063,000.00	1,416,360.77	68.66%
92021 - Maintenance - S. I. & G.	17,000.00	11,932.86	16,000.00	10,944.00	68.40%
92023 - Fuel And Oil	4,711,000.00	4,299,594.23	5,513,000.00	3,351,164.68	60.79%
92027 - Memberships	5,000.00	0.00	5,000.00	0.00	0.00%
92030 - Bank Charges	12,000.00	0.00	20,000.00	0.00	0.00%
92032 - Record Storage	300.00	651.00	900.00	0.00	0.00%
92033 - Postage And Freight	11,500.00	6,191.21	6,400.00	1,129.85	17.65%
92035 - Printing/Stores	0.00	118.80	200.00	63.70	31.85%
92036 - Computer Software	60,000.00	4,625.57	1,000.00	0.00	0.00%
92037 - Prof & Spec Services	673,500.00	844,502.16	685,000.00	566,997.70	82.77%
92038 - Legal	40,000.00	24,068.25	40,000.00	16,788.00	41.97%
92045 - Outreach	7,000.00	4,016.16	12,000.00	4,405.87	36.72%
92046 - Auditing & Accounting	45,000.00	62,181.00	150,000.00	107,759.00	71.84%
92057 - Rents & Leases - Equipmt	1,000,000.00	371,874.10	3,036,000.00	232,217.34	7.65%
92058 - Rents & Leases - Software	65,000.00	62,594.61	190,000.00	108,732.42	57.23%
92059 - Rents & Leases - S.I. & G.	350,000.00	216,486.50	500,000.00	186,747.34	37.35%



County of Kings
KCFEGL 3 Year Budget and Actuals Comparison
Selection Criteria: Summarize by Group 02, Fiscal Year , All Funds,
 Department(s): 917 - CalVans, All Budget Units
 Report Generated on Apr 8, 2024 7:55:03 AM

Fund: 710355 - CalVans

	2023 Budget	2023 Actual	2024 CB Budget	2024 Actual	
92062 - Small Tools & Instruments	5,400.00	6,000.77	7,500.00	1,416.12	18.88%
92064 - Personnel Testing	20,400.00	59,491.01	49,300.00	35,421.00	71.85%
92068 - Purchasing Charges	3,000.00	2,366.88	2,000.00	1,693.92	84.70%
92090 - Travel	85,000.00	48,809.54	58,000.00	9,767.03	16.84%
92094 - Utilities	60,000.00	41,314.94	56,000.00	13,745.20	24.55%
92103 - Electronic Hardware	8,000.00	18,663.38	8,000.00	1,907.08	23.84%
92110 - Training	1,000.00	0.00	14,000.00	193.95	1.39%
92132 - Prof & Spec Svcs-COVID 19	2,000.00	150.00	700.00	0.00	0.00%
93003 - Interest On Other Long-Term De	151,682.00	151,106.26	216,300.00	64,445.02	29.79%
93038 - Cost Allocation Plan Charges	35,000.00	20,504.00	20,500.00	7,277.25	35.50%
93048 - Info Tech Services	46,000.00	54,519.84	48,000.00	39,477.36	82.24%
Expenditures - Total	14,506,447.00	13,653,247.55	20,265,800.00	10,403,175.98	
Expenses - Total	14,506,447.00	13,653,247.55	20,225,800.00	10,403,175.98	
710355 - Total	72,801.00	(249,646.88)	10,090,265.00	3,304,963.84	
Report Total	72,801.00	(249,646.88)	10,090,265.00	3,304,963.84	

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DIRECTOR'S REPORT & EXECUTIVE SUMMARY

California Vanpool Authority

April 11, 2024




PRINCIPAL ACTIVITIES & OPERATIONS

The month of April is historically one of the busiest months of the year at CalVans as it brings in the highest activity of volunteer driver assignment, with both new and returning volunteer driver application processing, orientations, safety meetings, and vehicle issuance. The nice weather heralds the new growing season and provides marketing and outreach opportunities for CalVans staff. March 2024 was not as busy as April will be. Here are some of March's highlights.

- ✓ Cleared 325 volunteer vanpool drivers in 4 weeks & rejected 2 ineligible drivers (since the preparation of the previous agenda)
- ✓ Assigned 320 new agricultural vanpools
- ✓ Provided promotional shuttles for two events and two more are scheduled
- ✓ Attended 2 Marketing and Outreach events related to the Affordable Housing and Sustainable Communities (AHSC) housing project as CalVans presented the transit

LOS ARROYOS GRAND OPENING AND RIBBON CUTTING



SAVE THE DATE!

LOS ARROYOS

GRAND OPENING



Los Arroyos provides 108 units of affordable rental housing for low-income residents and farmworkers in Farmersville! The grid-neutral zero-net energy project is a space where families can thrive while also being located within walking distance of shopping, schools, recreation, and access to work opportunities.

APRIL 4TH, 2024
11AM - LUNCH TO FOLLOW

135 E WALNUT AVE, FARMERSVILLE, CA 93223



Tom Collishaw, CEO Self Help Enterprises (SHE)



Rogelio is a Los Arroyos resident and Farmworker.



Tulare County Supervisor



Mayor of Farmersville



CalVans Staff and eTransit on display



RECENT PAST EVENTS



AgSafe

ACTIVATE 23
Annual Conference
February 7 - 9, 2023 Monterey, CA

STAFF LOBBY DAY IN SACRAMENTO



29th Annual Cesar E. Chavez Legacy Celebration
Sábado / Saturday
March 23, 2024

9AM: March Assemble Blessings (Bendiciones)
224 NW 3rd Ave Proteus Office (Next to Police Dept.)

10 AM: March/Walk Begins
Comienza la Marcha

Break/Cabrada: Redwood High School
Water, Agua

11:30 AM: Arrival at COS
915 S Mooney Blvd, Visalia, CA 93277

12PM Program Starts/Programa

FREE

Free Food/Comida Gratis
Birthday Cake
Great Speakers - Health Fair
Music - Ballet Folklorico - Danza
Information for Farmworkers

NEW FARM LABOR COMMUNITY

SANTA FE COMMONS I NOW ACCEPTING APPLICATIONS!

537 N. WEST STREET
TULARE, CA 93274

AMENITIES INCLUDE:

- 1, 2, & 3 Bedrooms
- Community Center
- Computer Lab
- Laundry Facility
- Covered Playground
- Adult Education Classes
- Energy Efficient Appliances
- Near Bus Route 3 and Santa Fe Trail



ON-SITE RESIDENT SERVICES
ALL ELECTRIC COMMUNITY
RENTAL ASSISTANCE

SANTA FE COMMONS I

Will include some units reserved for farm workers and to assist persons experiencing or at risk of homelessness.



STOP BY TODAY!
Farm Labor Workers Welcome!



For more information or to apply: (559) 366-7605



This institution is an equal opportunity provider.
AWI Management Corporation CA DRE #01821199



CALVANS TRANSIT COORDINATOR, TERESA RODRIGUEZ AT THE AGSAFE ANNUAL CONFERENCE IN MONTEREY, FEBRUARY 7-9, 2024



FUTURE MARKETING EVENTS

FREE

SATURDAY APRIL 13
11.00AM TO 2.00PM

JOIN US FOR OUR 2024

SPRING WELLNESS FAIR

SUNRISE FARM LABOR
34901 S. JAMESON AVE
HURON, CA 93234

FUN FOR THE WHOLE FAMILY
GAMES • INFORMATIONAL BOOTHS • FOOD,
RAFFLES, MOBILE CLINIC

QUESTIONS PLEASE CALL (559) 287-6655



APMA
AGRICULTURAL PERSONNEL MANAGEMENT ASSOCIATION

SAVE THE DATE!

2024 H-2A Roundtables

May 13 Salinas	SPANISH SESSION Elks Lodge 614 Airport Blvd, Salinas, CA 93905
May 14 Salinas	ENGLISH SESSION Elks Lodge 614 Airport Blvd, Salinas, CA 93905
May 16 Sonoma	ENGLISH SESSION Sonoma County Farm Bureau 3589 Westwind Blvd, Santa Rosa, CA 95403



AGENCY REGIONAL UPDATES

The current fleet makeup is a total of 693 active vanpools across 37 counties. 70 vans remain in AZ and 2 have migrated to NV. Of the 693, 586 are ag and are assigned to employers and their volunteer drivers in California. The remaining are 107 general occupation (non-ag) vanpools.

ICE & EV FLEET ACTIVITY

CalVans staff has issued several EV eTransits to folks that fit the project area requirements and range. The experience has been less than favorable due to the time it takes to charge. Mobile fast-charging solutions will make a drastic difference in the success of the program.



FINANCIALS & REVENUE

The CalVans ag fleet reported 323,314 revenue miles across all regions in February. In March 2024 this revenue mileage increased to 491,249.

Week 1	02/26/2024	03/03/2024	84,242
Week 2	03/04/2024	03/10/2024	92,144
Week 3	03/11/2024	03/17/2024	98,143
Week 4	03/18/2024	03/24/2024	106,659
Week 5	03/25/2024	03/31/2024	110,061

	2024	AG MILES	REVENUE
FEBRUARY		323,314	580,724
MARCH		491,249	663,186

The FY 22/23 Financial Statements are being finalized by Price Paige and Company, CalVans' CPA, and should be available to finalize along with a proposed FY 24/25 Budget for review at the May 2024 Board meeting. Staff has requested Financial Audits be finalized in October vs. the current schedule at an additional cost. CPA is making sure these fit in their schedule.

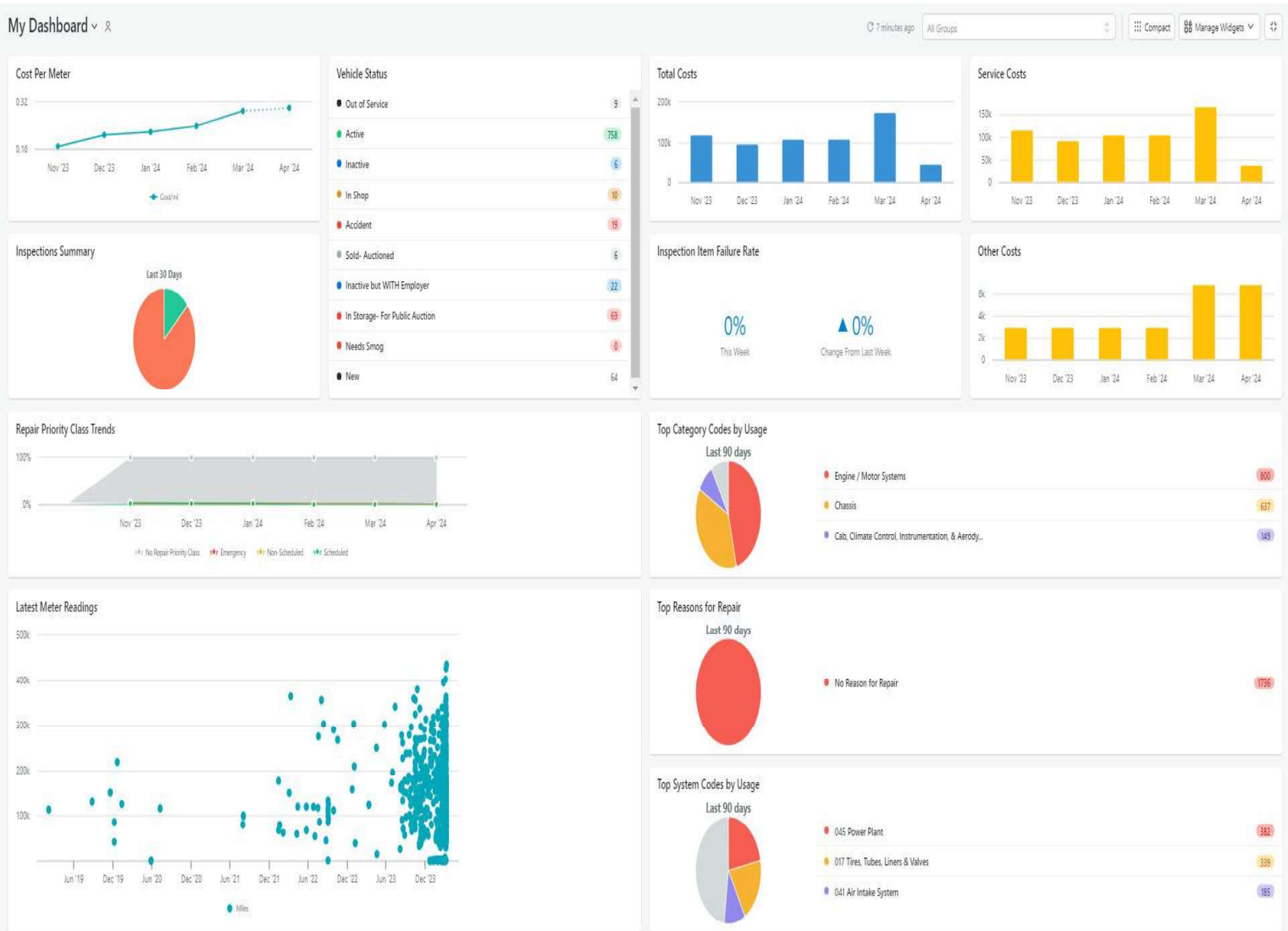
RESEARCH DEVELOPMENTS & ONGOING IMPROVEMENTS

In 2024, CalVans addressed several changes in the appearance and effectiveness of the 15-passenger Ford and Dodge vehicles. From the placement of telematics hardware, and cameras, to rethinking equipment placement for the most effective use and ease of access.



FLEET MAINTENANCE AND TRACKING SOFTWARE

CalVans tracks all fleet data via Fleetio, a cloud-based Government Fleet Management Software to streamline the entire operation and to help extend the lifespan of assets. Fleetio does this by managing the CalVans fleet with centralized fleet management software and automated data collection for insight into the health and true cost of each asset.



VANPOOLS ISSUED BY EMPLOYER & FUTURE/REQUESTS FOR VANPOOLS

CalVans tracks all employer requests via an application process. Tracking the number of vehicle requests for planning purposes and for the delivery of vehicles required by each employer. Since most contracts are secured over a year in advance, CalVans must deliver on the requests from employers promptly. Timely delivery promotes healthy revenue generation for all parties. Listed are also all employers that have not secured vehicles yet. CalVans anticipates delivery of 900 vanpools for the 2024 season.

	Employer	Count	Future
1	A Oseguera Company Inc	3	
2	Ag Empleo LLC	2	
3	Agro Pack LLC	1	
4	Al Pak Labor	4	
5	Alamo Ag Solutions, LLC	8	
6	Automated Harvesting	2	
7	Avance LP	0	5
8	Baja Harvesting Inc	0	26
9	Ballesteros Packing LLC	12	
10	Bengard Ranch/Hartnell Packing	6	
11	Braga Farms	0	8
12	Brothers Farm Labor	2	
13	Buenaventura Ranch	2	
14	Cal Central Harvesting, Inc	0	8
15	Cal-South Harvesting, LLC	0	5
16	Castanada & Sons, Inc	1	
17	Central Calipak, Inc	3	
18	Cinagro Harvesting, LLC	2	
19	Coast King Packing LLC	1	
20	Coastal Farm Labor Services, Inc	30	
21	Collazo Farm Labor Contractor, Inc.	0	20
22	CPI Supply Systems Inc.	1	
23	Dand J Packing	1	
24	Diversified Harvesting Co, LLC	1	
25	Double Lucky	0	10
26	Elkhorn Packing	50	20
27	Empire Farm Labor Contractor, LLC	12	
28	Foothill Packing, Inc.	74	25
29	Fresh Harvest	31	75
30	GBT Harvesting	2	
31	Hacienda Farms	13	
32	Harvest Kings	0	20
33	Heritage Farms	6	
34	Heritage Vineyard Management, Inc.	1	
35	Hill Top Produce	2	
36	Hilltown Packing	3	
37	I.S.A Contracting	0	30
38	Jacco Farms Inc	2	
39	JC Harvesting	2	
40	Jett Harvest	1	
41	JVKS Harvest Solutions, LLC dba AgSocio	20	
42	Kleen Harvest	6	
43	La Alianza	1	

	Employer	Count	Future
70	Adams Bros Farming Inc.	0	
71	Alamos Farm, Inc	0	
72	Altman Specialty Plants	0	
73	AMB Ranch Management	0	
74	Avance LP	0	
75	Braga Farms	0	
76	Brothers Best Labor, Inc	0	
77	Brothers Harvesting Inc	0	
78	C&G (Christensen &Giannini)	0	
79	Ceres Farms, LLC	0	
80	CFO Unlimited, Inc	0	
81	Cimarron Harvesting LLC	0	
82	Collazo Farm Labor Contractor	0	
83	Crisalida	0	
84	Del Sol Harvesting, Inc	0	
85	Elioco Produce	0	
86	EW Corporation	0	
87	Family Tree Farms, Inc	0	
88	FMG Farm Contractor	0	
89	Four Seasons	0	
90	Freshway Farms	0	
91	Future Ag	0	
92	G&H Supply Company	0	
93	Gerawan	0	
94	Harvest Kings	0	
95	Helmsman	0	
96	JJ Harvesting	0	
97	JJ Harvesting LLC	0	
98	JR Custom Harvesting	0	
99	Lobo Harvesting	0	
100	Mad Berry Inc	0	
101	MediEdibles Inc	0	
102	MF Farm Labor	0	
103	OP Murphy & Son's	0	
104	Ortiz Harvesting	0	
105	Pacific Farm Management	0	
106	Pearls Farm Labor Inc	0	
107	PGM Packing	0	
108	Preferred Produce	0	
109	Premium Packing	0	
110	Prime Ag Services, Inc	0	
111	Pro Ag Harvesting Inc	0	
112	RAMCO	0	

Employer	Count	Future
La Vina Packing Inc	1	
Lucky Ag	17	65
Mad Berry Inc	0	20
Magana Labor	7	
Market Demand	0	20
MB Labor	3	
Mendoza Bros Harvesting	15	
MGF Management LLC	1	
MIA Trucking & Harvesting LLC	3	
N & J Harvesting, Inc	3	
Nature Joy Harvest, LLC	3	
Pacifica Personnel	24	15
Peri & Sons	40	
Premier Packing	6	
Premium Employment Service, Inc.	1	
Rancho Nuevo Harvesting	15	
Reiter Berry Farms	2	
Rio Farms	1	
Royal Oak Ag Services	12	
S&S Harvest Inc	3	
Sabor Farms	2	
SARC	45	
Southwest Harvesting	1	10
St. Romo Labor Force	4	
Valley Produce Harvesting, Inc	7	
Venegas Farming	2	

	Employer	Count	Future
113	Ramos Farms	0	
114	Rancho Purisima	0	
115	Safety Harvesting	0	
116	Salinas Farm Labor	0	
117	Sierra Cascade Nursery	0	
118	Sierra Farms	0	
119	Smith Packing	0	
120	Sorrento Berry Farms	0	
121	Southland Sod	0	
122	Tanimura & Antle	0	
123	TLC Custom Farming	0	
124	Valley Ag, Inc	0	
125	Valley Pride, Inc.	0	
126	Vista Hermosa	0	
127	Vista Verde Labor	0	
128	Wawona Packing	0	
129	Zion Harvesting	0	
		0	0

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	Employer	Count	Future
1	A Oseguera Company Inc	3	
2	Ag Empleo LLC	2	
3	Agro Pack LLC	1	
4	Al Pak Labor	4	
5	Alamo Ag Solutions, LLC	8	
6	Automated Harvesting	2	
7	Avance LP	0	5
8	Baja Harvesting Inc	0	26
9	Ballesteros Packing LLC	12	
10	Bengard Ranch/Hartnell Packing	6	
11	Braga Farms	0	8
12	Brothers Farm Labor	2	
13	Buenaventura Ranch	2	
14	Cal Central Harvesting, Inc	0	8
15	Cal-South Harvesting, LLC	0	5
16	Castanada & Sons, Inc	1	
17	Central Calipak, Inc	3	
18	Cinagro Harvesting, LLC	2	
19	Coast King Packing LLC	1	
20	Coastal Farm Labor Services, Inc	30	
21	Collazo Farm Labor Contractor, Inc.	0	20
22	CPI Supply Systems Inc.	1	
23	Dand J Packing	1	
24	Diversified Harvesting Co, LLC	1	

	Employer	Count	Future
70	Adams Bros Farming Inc.	0	
71	Alamos Farm, Inc	0	
72	Altman Specialty Plants	0	
73	AMB Ranch Management	0	
74	Avance LP	0	
75	Braga Farms	0	
76	Brothers Best Labor, Inc	0	
77	Brothers Harvesting Inc	0	
78	C&G (Christensen & Giannini)	0	
79	Ceres Farms, LLC	0	
80	CFO Unlimited, Inc	0	
81	Cimarron Harvesting LLC	0	
82	Collazo Farm Labor Contractor	0	
83	Crisalida	0	
84	Del Sol Harvesting, Inc	0	
85	Elioco Produce	0	
86	EW Corporation	0	
87	Family Tree Farms, Inc	0	
88	FMG Farm Contractor	0	
89	Four Seasons	0	
90	Freshway Farms	0	
91	Future Ag	0	
92	G&H Supply Company	0	
93	Gerawan	0	

25	Double Lucky	0	10
26	Elkhorn Packing	50	20
27	Empire Farm Labor Contractor, LLC	12	
28	Foothill Packing, Inc.	74	25
29	Fresh Harvest	31	75
30	GBT Harvesting	2	
31	Hacienda Farms	13	
32	Harvest Kings	0	20
33	Heritage Farms	6	
34	Heritage Vineyard Management, Inc.	1	
35	Hill Top Produce	2	
36	Hilltown Packing	3	
37	I.S.A Contracting	0	30
38	Jacco Farms Inc	2	
39	JC Harvesting	2	
40	Jett Harvest	1	
41	JVKS Harvest Solutions, LLC dba AgSocio	20	
42	Kleen Harvest	6	
43	La Alianza	1	

94	Harvest Kings	0	
95	Helmsman	0	
96	JJ Harvesting	0	
97	JJ Harvesting LLC	0	
98	JR Custom Harvesting	0	
99	Lobo Harvesting	0	
100	Mad Berry Inc	0	
101	MediEdibles Inc	0	
102	MF Farm Labor	0	
103	OP Murphy & Son's	0	
104	Ortiz Harvesting	0	
105	Pacific Farm Management	0	
106	Pearls Farm Labor Inc	0	
107	PGMPacking	0	
108	Preferred Produce	0	
109	Premium Packing	0	
110	Prime Ag Services, Inc	0	
111	Pro Ag Harvesting Inc	0	
112	RAMCO	0	

	Employer	Count	Future
44	La Vina Packing Inc	1	
45	Lucky Ag	17	65
46	Mad Berry Inc	0	20
47	Magana Labor	7	
48	Market Demand	0	20
49	MB Labor	3	
50	Mendoza Bros Harvesting	15	
51	MGF Management LLC	1	
52	MIA Trucking & Harvesting LLC	3	
53	N & J Harvesting, Inc	3	
54	Nature Joy Harvest, LLC	3	
55	Pacifica Personnel	24	15
56	Peri & Sons	40	
57	Premier Packing	6	
58	Premium Employment Service, Inc.	1	
59	Rancho Nuevo Harvesting	15	
60	Reiter Berry Farms	2	
61	Rio Farms	1	
62	Royal Oak Ag Services	12	
63	S&S Harvest Inc	3	
64	Sabor Farms	2	
65	SARC	45	
66	Southwest Harvesting	1	10
67	St. Romo Labor Force	4	
68	Valley Produce Harvesting, Inc	7	
69	Venegas Farming	2	
		908	382

	Employer	Count	Future
113	Ramos Farms	0	
114	Rancho Purisima	0	
115	Safety Harvesting	0	
116	Salinas Farm Labor	0	
117	Sierra Cascade Nursery	0	
118	Sierra Farms	0	
119	Smith Packing	0	
120	Sorrento Berry Farms	0	
121	Southland Sod	0	
122	Tanimura & Antle	0	
123	TLC Custom Farming	0	
124	Valley Ag, Inc	0	
125	Valley Pride, Inc.	0	
126	Vista Hermosa	0	
127	Vista Verde Labor	0	
128	Wawona Packing	0	
129	Zion Harvesting	0	

Future Issuance

VANPOOLS ISSUED BY THE MAIN RIDER IN THE CENTRAL VALLEY

CalVans tracks all volunteer vanpool groups to ensure ties to member agencies and subsidies. The list provides the locations by city and zip code for the vans in all locations.

File As	Seats	Average	City of Origin	County of Origin	Destination City	Destination County
VP-447	15	13	Porterville	Tulare	Tehachapi	Kern
VP-413	15	13	Porterville	Tulare	Delano	Kern
VP-421	15	13	Porterville	Tulare	Delano	Kern
VP-450	15	13	Porterville	Tulare	Delano	Kern
VP-287	8	7	Porterville	Tulare	Corcoran	Kings
VP-369	8	7	Porterville	Tulare	Corcoran	Kings
VP-375	8	7	Porterville	Tulare	Corcoran	Kings
VP-294	8	7	Porterville	Tulare	Coalinga	Kings
VP-464	8	7	Tulare	Tulare	Delano	Kern
VP-392	8	7	Tulare	Tulare	Delano	Kern
VP-420	15	13	Tulare	Tulare	Delano	Kern
VP-415	15	13	Tulare	Tulare	Delano	Kern
VP-277	8	7	Tulare	Tulare	Corcoran	Kings
VP-386	8	7	Tulare	Tulare	Corcoran	Kings
VP-446	15	13	Tulare	Tulare	Corcoran	Kings
VP-424	15	13	Tulare	Tulare	Corcoran	Kings
VP-398	8	7	Visalia	Tulare	Fresno	Fresno
VP-479	8	7	Visalia	Tulare	Coalinga	Fresno
VP-395	8	7	Visalia	Tulare	Fresno	Fresno
VP-357	12	10	Visalia	Tulare	Coalinga	Fresno
VP-406	15	13	Visalia	Tulare	Coalinga	Fresno
VP-430	15	13	Visalia	Tulare	Coalinga	Fresno
VP-440	15	13	Visalia	Tulare	Coalinga	Fresno
VP-278	8	7	Visalia	Tulare	Delano	Kern
VP-284	8	7	Visalia	Tulare	Wasco	Kern
VP-449	15	13	Visalia	Tulare	Delano	Kern
VP-435	15	13	Visalia	Tulare	Delano	Kern
VP-379	8	7	Visalia	Tulare	Avenal	Kings
VP-365	8	7	Visalia	Tulare	Corcoran	Kings
VP-461	8	7	Visalia	Tulare	Corcoran	Kings
VP-463	8	7	Visalia	Tulare	Corcoran	Kings
VP-381	8	7	Visalia	Tulare	Corcoran	Kings
VP-367	8	7	Visalia	Tulare	Corcoran	Kings
VP-377	8	7	Visalia	Tulare	Corcoran	Kings
VP-382	8	7	Visalia	Tulare	Corcoran	Kings
VP-387	8	7	Visalia	Tulare	Corcoran	Kings
VP-393	8	7	Visalia	Tulare	Corcoran	Kings
VP-460	8	7	Visalia	Tulare	Corcoran	Kings
VP-390	8	7	Visalia	Tulare	Lemoore	Kings
VP-282	8	7	Visalia	Tulare	Lemoore	Kings
VP-417	15	13	Visalia	Tulare	Corcoran	Kings
VP-431	15	13	Visalia	Tulare	Corcoran	Kings
VP-445	15	13	Visalia	Tulare	Corcoran	Kings
VP-408	15	13	Visalia	Tulare	Corcoran	Kings
FL-5146	15	13	Porterville	Tulare	Porterville	Tulare
FL-5179	15	13	Porterville	Tulare	Porterville	Tulare
FL-5286	15	13	Porterville	Tulare	Porterville	Tulare
FL-770	15	13	Porterville	Tulare	Porterville	Tulare
FL-5293	15	13	Visalia	Tulare	Porterville	Tulare

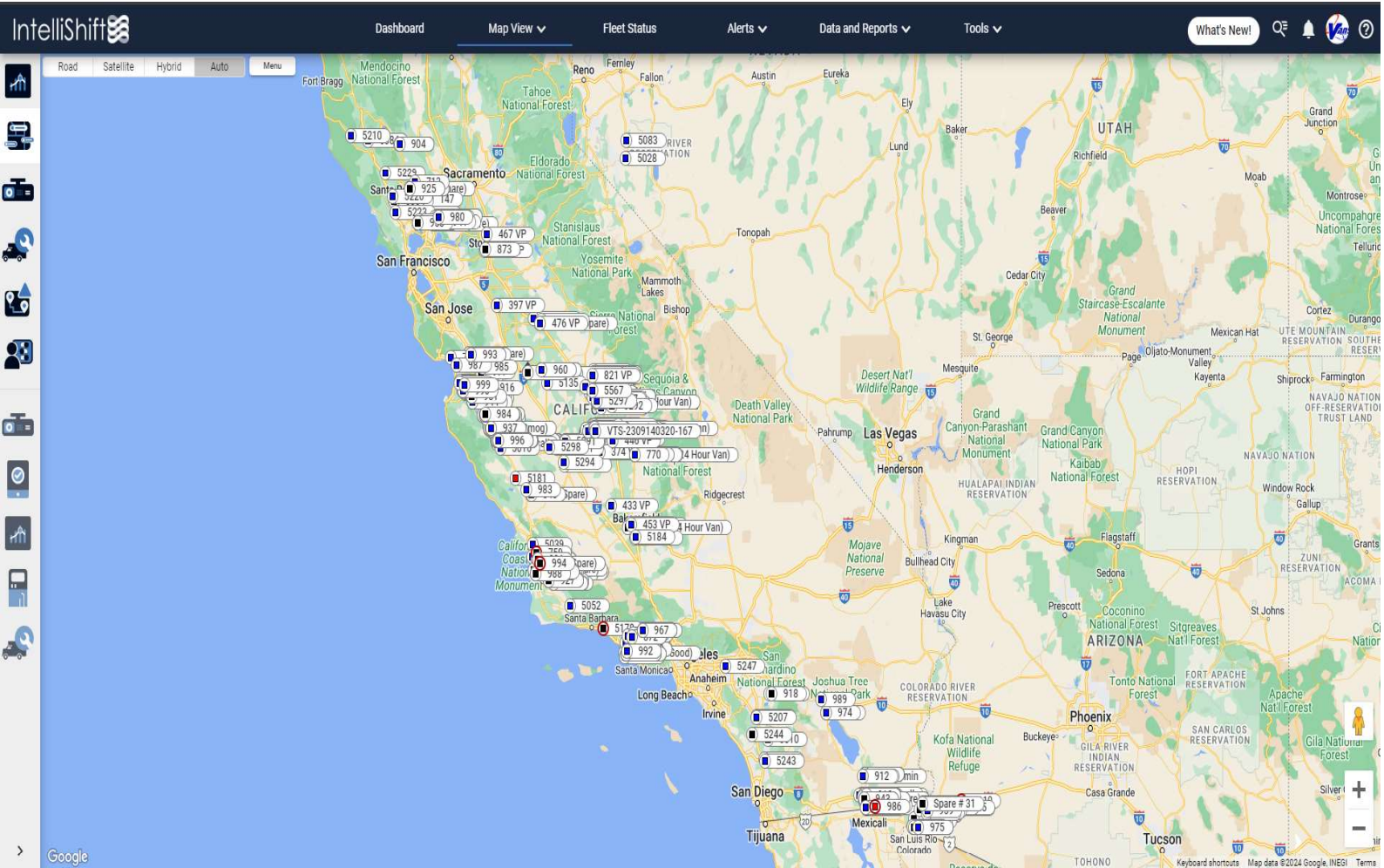
ONGOING IMPROVEMENT & GOALS

Staff is providing the FY 24/26 long-term goals progress to date. Many have been completed but will reset in the new FY, such as the Stakeholder meeting in the Fall and the ongoing marketing and outreach activities.

80%	Increase CalVans' Brand awareness.
95%	100% CalVans Driver safety record.
95%	Hold Ribbon cutting event for EV Van delivery.
90%	Promote van donation program with agency partners.
60%	Marketing activity: Reach out to food processing locations
75%	Increase the "in District" state and federal elected official office relationships (including attendance at local events)
100%	Recognize customers and drivers through recognition awards at stakeholder meetings—Driver of the Year, Partner of the Year
80%	Strengthen collaborations with stakeholders' public and private sectors.
90%	Strengthen relationships with the employers as potential advocates in DC and Sacramento
50%	Work directly with COGs, CAGs, and transit districts to understand CalVans as a nonthreat.
80%	Improve federal and state advocacy efforts.
90%	Get funding, increase funding, identify new funding pots, Legislative protection/carve-out
95%	Work on state bond funding
50%	Participate in state hearings for bills directly. Advocacy meeting timing
75%	Spring Retreat/Legislative Day in Sacramento (invite strategic partners to cosponsor/ cohost event)
75%	Review/change stakeholder meeting suggesting Fall Stakeholder meeting and Board meeting in Visalia
50%	Benchmark the performance of the new EV fleet.
95%	Continue to partner with affordable housing communities.
100%	Create/update onboarding efforts for Board members and alternates
100%	Create CalVans yearly calendar including dates for Board meetings and special events as well as housekeeping dates such as distribution of Board packets, reports, audits, etc
90%	On-time audits & Annual report
0%	Develop and adopt "out of state van policy"
90%	Adopt a reserves policy
95%	Revise JPA and create JPA partner policies/expectations.
75%	Increase staffing and staff capacity to support the growth of the organization.
97%	Mitigate risk and strengthen risk management.

VANPOOLS ISSUED BY EMPLOYER & FUTURE/REQUESTS FOR VANPOOLS

CalVans operates across several regions across California. The map shows the general areas where van was at the time of the preparation of the agenda. The vehicles list provides the city, state, and zip.



Asset	Program	Asset Status	City	State	Zip
5087	FL	Stopped > 60 min	Angwin	CA	94508
5114	FL	Stopped > 60 min	Arroyo Grande	CA	93420
809	FL	Stopped > 60 min	Arroyo Grande	CA	93420
889	FL	Stopped > 3 days	Arroyo Grande	CA	93420
991	FL	Stopped > 3 days	Arroyo Grande	CA	93420
869	FL	Stopped > 3 days w/ign	Arroyo Grande	CA	93420
739	FL	Stopped > 3 days	Arroyo Grande	CA	93420
759	FL	Stopped > 3 days w/ign	Arroyo Grande	CA	93420
914	FL	Stopped > 3 days	Arroyo Grande	CA	93420
956	FL	Stopped 5 - 60 min	Arroyo Grande	CA	93420
5009	FL	Stopped > 60 min	Arroyo Grande	CA	93420
135	FL	Stopped > 60 min	Arroyo Grande	CA	93420
707	FL	Moving	Arroyo Grande	CA	93420
710	FL	Stopped < 5 min w/ign	Arroyo Grande	CA	93420
5184	FL	Stopped > 60 min	Arvin	CA	93203
427 VP	VP	Moving	Avenal	CA	93204
379 VP	VP	Stopped > 60 min	Avenal	CA	93204
443 VP	VP	Stopped > 60 min	Avenal	CA	93204
454 VP	VP	Stopped > 60 min	Avenal	CA	93204
410 VP (24 Hour Van)	VP	Stopped > 60 min	Bakersfield	CA	93314
429 VP	VP	Stopped > 60 min	Bakersfield	CA	93314
274 VP	VP	Stopped > 60 min	Bakersfield	CA	93305
412 VP	VP	Stopped > 60 min	Bakersfield	CA	93313

373 VP	VP	Stopped > 60 min	Bakersfield	CA	93308
5181	FL	Stopped > 60 min	Bradley	CA	93426
728	FL	Stopped > 60 min	Brawley	CA	92227
5023	FL	Stopped > 3 days	Brawley	CA	92227
5205	FL	Stopped > 60 min	Brawley	CA	92227
5212	FL	Stopped > 60 min	Brawley	CA	92227
5260	FL	Stopped > 60 min	Brawley	CA	92227
5017	FL	Stopped > 60 min	Brawley	CA	92227
5078	FL	Stopped > 60 min	Brawley	CA	92227
5141	FL	Stopped > 60 min	Brawley	CA	92227
5169	FL	Stopped > 60 min	Brawley	CA	92227
5262	FL	Stopped > 60 min	Brawley	CA	92227
333 (Spare)	FL	Stopped > 60 min	Brawley	CA	92227
783	FL	Stopped > 3 days	Calexico	CA	92231
5250	FL	Lost Contact	Calexico	CA	92231
5271	FL	Stopped > 60 min	Calexico	CA	92231
970	FL	Stopped > 60 min	Calexico	CA	92231
986	FL	Stopped > 60 min	Calexico	CA	92231
912	FL	Stopped > 60 min	Calipatria	CA	92233
5038	FL	Stopped > 60 min	Calistoga	CA	94515
5050	FL	Stopped > 60 min	Calistoga	CA	94515
742	FL	Stopped > 60 min	Calistoga	CA	94515
5223	FL	Stopped > 60 min	Calistoga	CA	94515
5213	FL	Stopped > 60 min	Camarillo	CA	93012
771	FL	Stopped > 60 min	Camarillo	CA	93010
915	FL	Stopped > 60 min	Camarillo	CA	93010
201	FL	Stopped > 60 min	Camarillo	CA	93010
967	FL	Stopped > 60 min	Camarillo	CA	93010
5276	FL	Stopped > 60 min	Camarillo	CA	93010
768	FL	Stopped > 60 min	Camarillo	CA	93012
5240	FL	Stopped > 60 min	Camarillo	CA	93012
342	FL	Stopped > 60 min	Camarillo	CA	93012
5214	FL	Stopped > 60 min	Camarillo	CA	93012
5252	FL	Stopped > 60 min	Camarillo	CA	93012
905	FL	Stopped > 60 min	Camarillo	CA	93012
5094	FL	Stopped 5 - 60 min	Camarillo	CA	93012
5178	FL	Stopped > 3 days w/ign	Carpinteria	CA	93013
5043	FL	Stopped > 60 min	Carpinteria	CA	93013
376 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
466 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
472 VP	VP	Stopped > 60 min	Chowchilla	CA	93610
366 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
468 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
451 VP	VP	Stopped > 60 min	Chowchilla	CA	93610
270 VP (Spare)	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
442 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
475 VP	VP	Stopped > 60 min	Chowchilla	CA	93610
275 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
389 VP	VP	Stopped 5 - 60 min	Chowchilla	CA	93610
378 VP	VP	Stopped > 60 min	Chowchilla	CA	93610
789	FL	Stopped > 3 days	Clearlake	CA	95422
1156	FL	Stopped > 60 min	Clovis	CA	93619
469 VP	VP	Stopped > 60 min	Clovis	CA	93611
5298	FL	Stopped > 3 days	Coalinga	CA	93210
368 VP	VP	Stopped > 60 min	Coalinga	CA	93210
384 VP	VP	Stopped > 60 min	Coalinga	CA	93210
423 VP	VP	Stopped > 60 min	Coalinga	CA	93210
425 VP	VP	Stopped > 60 min	Coalinga	CA	93210
474 VP	VP	Stopped > 60 min	Coalinga	CA	93210
479 VP	VP	Stopped > 60 min	Coalinga	CA	93210
821 VP	VP	Stopped > 60 min	Coalinga	CA	93210
432 VP	VP	Stopped 5 - 60 min	Coalinga	CA	93210
438 VP	VP	Stopped 5 - 60 min	Coalinga	CA	93210
444 VP	VP	Stopped 5 - 60 min	Coalinga	CA	93210
381 VP	VP	Stopped > 60 min	Coalinga	CA	93210
439 VP	VP	Stopped > 60 min	Coalinga	CA	93210
470 VP	VP	Stopped > 60 min	Coalinga	CA	93210

289 VP	VP	Stopped 5 - 60 min	Coalinga	CA	93210
441 VP	VP	Stopped 5 - 60 min	Coalinga	CA	93210
357 VP	VP	Stopped > 60 min	Coalinga	CA	93210
440 VP	VP	Stopped > 60 min	Coalinga	CA	93210
455 VP	VP	Stopped > 60 min	Coalinga	CA	93210
280	FL	Stopped > 60 min	Corcoran	CA	93212
294	FL	Stopped > 60 min	Corcoran	CA	93212
286 VP	VP	Stopped > 60 min	Corcoran	CA	93212
287 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
369 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
463 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
365 VP	VP	Stopped > 60 min	Corcoran	CA	93212
437 VP	VP	Stopped < 5 min w/ign	Corcoran	CA	93212
431 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
446 VP	VP	Stopped > 60 min	Corcoran	CA	93212
370 VP	VP	Stopped > 60 min	Corcoran	CA	93212
417 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
228 VP (Spare)	VP	Stopped > 60 min	Corcoran	CA	93212
382 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
386 VP	VP	Stopped > 60 min	Corcoran	CA	93212
447 VP	VP	Stopped > 60 min	Corcoran	CA	93212
277 VP	VP	Stopped > 60 min	Corcoran	CA	93212
387 VP	VP	Stopped > 60 min	Corcoran	CA	93212
477 VP	VP	Stopped > 60 min	Corcoran	CA	93212
396 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
377 VP	VP	Stopped 5 - 60 min	Corcoran	CA	93212
405 VP	VP	Stopped > 60 min	Corcoran	CA	93212
367 VP	VP	Stopped > 60 min	Corcoran	CA	93212
224 VP (Spare)	VP	Stopped > 60 min	Corcoran	CA	93212
408 VP	VP	Stopped > 60 min	Corcoran	CA	93212
460 VP	VP	Stopped > 60 min	Corcoran	CA	93212
462 VP	VP	Stopped > 60 min	Corcoran	CA	93212
278 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
413 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
453 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
450 VP	VP	Stopped > 60 min	Delano	CA	93215
415 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
449 VP	VP	Stopped > 60 min	Delano	CA	93215
420 VP	VP	Stopped > 60 min	Delano	CA	93215
421 VP	VP	Stopped > 60 min	Delano	CA	93215
464 VP	VP	Stopped > 60 min	Delano	CA	93215
435 VP	VP	Stopped > 60 min	Delano	CA	93215
392 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
388 VP	VP	Stopped 5 - 60 min	Delano	CA	93215
5179	FL	Exceeding PSL	Dinuba	CA	93618
5203	FL	Stopped > 60 min	Dinuba	CA	93618
5190	FL	Stopped 5 - 60 min	Dinuba	CA	93618
5228	FL	Stopped > 60 min	Dinuba	CA	93618
5292	FL	Stopped > 3 days	Dinuba	CA	93618
285 VP	VP	Stopped > 60 min	Earlimart	CA	93219
5272	FL	Moving	El Centro	CA	92243
5235	FL	Stopped > 60 min	El Centro	CA	92243
5254	FL	Stopped > 60 min	El Centro	CA	92243
5270	FL	Stopped < 5 min	El Centro	CA	92243
891	FL	Stopped > 60 min	El Centro	CA	92243
913	FL	Stopped > 60 min	El Centro	CA	92243
673	FL	Stopped > 60 min	El Centro	CA	92243
5105	FL	Stopped > 60 min	El Centro	CA	92243
178 (Spare)	FL	Stopped > 3 days	El Centro	CA	92243
5123	FL	Stopped 5 - 60 min	El Centro	CA	92243
5237	FL	Stopped > 60 min	El Centro	CA	92243
760	FL	Stopped > 60 min	El Centro	CA	92243
5067	FL	Stopped > 60 min	El Centro	CA	92243
5133	FL	Stopped 5 - 60 min	Escondido	CA	92026
5104	FL	Stopped > 3 days	Fairfield	CA	94534
334 (Spare)	FL	Stopped > 3 days	Fairfield	CA	94534
5243	FL	Moving	Fallbrook	CA	92028

5244	FL	Stopped > 60 min	Fallbrook	CA	92028
921	FL	Stopped > 60 min	Fillmore	CA	93015
9059	FL	Moving	Firebaugh	CA	93622
9053	FL	Stopped > 3 days	Firebaugh	CA	93622
9054	FL	Stopped > 3 days	Firebaugh	CA	93622
9055	FL	Stopped > 3 days	Firebaugh	CA	93622
9057	FL	Stopped > 3 days	Firebaugh	CA	93622
9058	FL	Stopped > 3 days	Firebaugh	CA	93622
9060	FL	Stopped > 3 days	Firebaugh	CA	93622
9061	FL	Stopped > 3 days	Firebaugh	CA	93622
9056	FL	Stopped > 60 min	Firebaugh	CA	93622
5171	FL	Stopped < 5 min	Firebaugh	CA	93622
778	FL	Stopped > 60 min	Firebaugh	CA	93622
5015	FL	Stopped 5 - 60 min	Firebaugh	CA	93622
5025	FL	Stopped 5 - 60 min	Firebaugh	CA	93622
5299	FL	Stopped 5 - 60 min	Firebaugh	CA	93622
960	FL	Stopped 5 - 60 min	Firebaugh	CA	93622
5291	FL	Stopped > 60 min	Five Points	CA	93624
5210	FL	Stopped > 60 min	Forestville	CA	95436
5287	FL	Stopped > 60 min	Fowler	CA	93625
371 VP	VP	Stopped > 60 min	Fresno	CA	93725
434 VP	VP	Stopped 5 - 60 min	Fresno	CA	93721
398 VP	VP	Stopped > 60 min	Fresno	CA	93706
395 VP	VP	Stopped > 60 min	Fresno	CA	93725
473 VP	VP	Stopped > 60 min	Fresno	CA	93725
5229	FL	Stopped 5 - 60 min	Geyserville	CA	95441
5236	FL	Stopped > 3 days	Gilroy	CA	95020
233	FL	Stopped > 60 min	Gilroy	CA	95020
5120	FL	Stopped > 60 min	Gilroy	CA	95020
957	FL	Stopped > 60 min	Gilroy	CA	95020
993	FL	Stopped > 60 min	Gilroy	CA	95020
267	FL	Stopped > 60 min	Gilroy	CA	95020
5052	FL	Stopped > 60 min	Goleta	CA	93117
5003	FL	Stopped > 60 min	Gonzales	CA	93926
5081	FL	Stopped > 60 min	Gonzales	CA	93926
999	FL	Stopped > 60 min	Gonzales	CA	93926
5111	FL	Stopped > 60 min	Gonzales	CA	93926
5222	FL	Stopped > 60 min	Gonzales	CA	93926
5198	FL	Stopped > 60 min	Gonzales	CA	93926
720	FL	Stopped > 60 min	Gonzales	CA	93926
712	FL	Stopped 5 - 60 min	Gonzales	CA	93926
5073	FL	Stopped > 60 min	Gonzales	CA	93926
5035	FL	Stopped > 60 min	Greenfield	CA	93927
937	FL	Stopped > 3 days	Greenfield	CA	93927
805	FL	Stopped > 3 days	Greenfield	CA	93927
857	FL	Stopped < 5 min w/ign	Greenfield	CA	93927
213 (Spare)	FL	Stopped > 3 days	Greenfield	CA	93927
5126	FL	Stopped > 3 days	Greenfield	CA	93927
5154	FL	Stopped > 60 min	Greenfield	CA	93927
773	FL	Stopped > 60 min	Greenfield	CA	93927
5066	FL	Stopped > 60 min	Greenfield	CA	93927
5068	FL	Stopped > 3 days	Greenfield	CA	93927
5018	FL	Stopped > 3 days w/ign	Greenfield	CA	93927
5182	FL	Stopped > 3 days w/ign	Greenfield	CA	93927
5186	FL	Stopped > 60 min	Greenfield	CA	93927
5200	FL	Stopped > 60 min	Greenfield	CA	93927
746	FL	Stopped > 60 min	Greenfield	CA	93927
769	FL	Stopped > 60 min	Greenfield	CA	93927
5151	FL	Stopped > 60 min	Greenfield	CA	93927
834	FL	Stopped > 60 min	Greenfield	CA	93927
5055	FL	Stopped > 60 min	Greenfield	CA	93927
852 (Smog)	FL	Stopped > 3 days	Greenfield	CA	93927
5005	FL	Stopped > 60 min	Greenfield	CA	93927
5227	FL	Stopped > 60 min	Greenfield	CA	93927
5021	FL	Stopped > 60 min	Greenfield	CA	93927
5185	FL	Stopped > 60 min	Greenfield	CA	93927
836 (Smog)	FL	Stopped > 3 days	Hanford	CA	93230

212 (Spare)(Smog)	FL	Stopped > 3 days	Hanford	CA	93230
962	FL	Stopped > 3 days	Hanford	CA	93230
848	FL	Stopped > 3 days	Hanford	CA	93230
1717957	FL	Stopped > 60 min	Hanford	CA	93230
360	FL	Stopped > 60 min	Hanford	CA	93230
361	FL	Stopped > 60 min	Hanford	CA	93230
5536	FL	Stopped > 60 min	Hanford	CA	93230
5175	FL	Stopped > 60 min	Hanford	CA	93230
887	FL	Stopped > 3 days	Hanford	CA	93230
364	FL	Stopped > 60 min	Hanford	CA	93230
741	FL	Stopped > 3 days	Hanford	CA	93230
1153	FL	Stopped > 3 days	Hanford	CA	93230
411 VP	VP	Exceeding PSL	Hanford	CA	93230
298 VP	VP	Stopped 5 - 60 min w/ign	Hanford	CA	93230
394 VP	VP	Stopped 5 - 60 min	Hanford	CA	93230
372 VP	VP	Stopped 5 - 60 min	Hanford	CA	93230
380 VP	VP	Stopped > 60 min	Hanford	CA	93230
5201	FL	Stopped > 3 days	Heber	CA	92249
977	FL	Stopped > 3 days	Hollister	CA	95023
260	FL	Stopped > 3 days	Holtville	CA	92250
264	FL	Stopped > 3 days	Holtville	CA	92250
266	FL	Stopped > 3 days	Holtville	CA	92250
790	FL	Stopped > 3 days	Holtville	CA	92250
9050	FL	Stopped > 3 days	Holtville	CA	92250
9051	FL	Stopped > 3 days	Holtville	CA	92250
9052	FL	Stopped > 3 days	Holtville	CA	92250
881	FL	Stopped > 60 min	Holtville	CA	92250
5031	FL	Stopped < 5 min	Holtville	CA	92250
5084	FL	Stopped > 60 min	Hopland	CA	95449
244	FL	Stopped 5 - 60 min	Huron	CA	93234
5283	FL	Stopped < 5 min w/ign	Huron	CA	93234
332 (Spare)	FL	Stopped > 60 min	Huron	CA	93234
5034	FL	Stopped > 60 min	Huron	CA	93234
5057	FL	Stopped > 60 min	Huron	CA	93234
5208	FL	Stopped > 60 min	Huron	CA	93234
5233	FL	Stopped > 60 min	Huron	CA	93234
5241	FL	Stopped > 60 min	Huron	CA	93234
974	FL	Stopped > 60 min	Indio	CA	92203
315	FL	Moving	Kettleman City	CA	93239
5135	FL	Stopped > 60 min	Kettleman City	CA	93239
756	FL	Stopped > 3 days	King City	CA	93930
929	FL	Stopped > 3 days	King City	CA	93930
973	FL	Stopped > 3 days	King City	CA	93930
5165	FL	Stopped > 60 min	King City	CA	93930
5058	FL	Stopped > 3 days	King City	CA	93930
958	FL	Stopped > 3 days	King City	CA	93930
663	FL	Stopped > 60 min	King City	CA	93930
256	FL	Stopped > 3 days w/ign	King City	CA	93930
231	FL	Stopped > 60 min	King City	CA	93930
5164	FL	Stopped > 60 min	King City	CA	93930
952	FL	Stopped > 60 min	King City	CA	93930
5046	FL	Stopped > 60 min	King City	CA	93930
940	FL	Stopped > 60 min	King City	CA	93930
5161	FL	Stopped > 3 days	King City	CA	93930
5022	FL	Stopped > 60 min	King City	CA	93930
5234	FL	Stopped > 60 min	King City	CA	93930
996	FL	Stopped > 3 days	King City	CA	93930
5012	FL	Stopped > 60 min	King City	CA	93930
5071	FL	Stopped > 60 min	King City	CA	93930
774	FL	Stopped 5 - 60 min w/ign	King City	CA	93930
243 (Spare)	FL	Stopped > 60 min	King City	CA	93930
844	FL	Stopped 5 - 60 min	King City	CA	93930
5016	FL	Stopped > 60 min	King City	CA	93930
5268	FL	Stopped > 60 min	King City	CA	93930
932	FL	Stopped 5 - 60 min	King City	CA	93930
245	FL	Stopped > 60 min	King City	CA	93930
250	FL	Stopped > 60 min	King City	CA	93930

757	FL	Stopped > 60 min	King City	CA	93930
806	FL	Moving	King City	CA	93930
961	FL	Stopped 5 - 60 min w/ign	King City	CA	93930
5196	FL	Stopped > 60 min	Kingsburg	CA	93631
5295	FL	Stopped > 60 min	Kingsburg	CA	93631
5290	FL	Moving	Kingsburg	CA	93631
5197	FL	Stopped 5 - 60 min	Laton	CA	93242
1154	FL	Stopped > 3 days	Lemoore	CA	93245
5568	FL	Stopped > 3 days	Lemoore	CA	93245
5302	FL	Stopped > 3 days	Lemoore	CA	93245
383 VP	VP	Moving	Lemoore	CA	93245
374 VP	VP	Stopped > 60 min	Lemoore	CA	93245
282 VP	VP	Stopped > 60 min	Lemoore	CA	93245
288 VP	VP	Stopped > 60 min	Lemoore	CA	93245
390 VP	VP	Stopped > 60 min	Lemoore	CA	93245
5251	FL	Stopped 5 - 60 min	Lompoc	CA	93436
5042	FL	Stopped > 60 min	Lompoc	CA	93436
5194	FL	Stopped < 5 min	Lost Hills	CA	93249
476 VP	VP	Stopped > 60 min	Mariposa	CA	95338
859	FL	Stopped 5 - 60 min	Middletown	CA	95461
907	FL	Stopped > 60 min	Morgan Hill	CA	95037
5065	FL	Stopped > 60 min	Moss Landing	CA	95039
5207	FL	Stopped > 60 min	Murrieta	CA	92563
5174	FL	Stopped > 60 min	Murrieta	CA	92563
5026	FL	Stopped > 60 min	Napa	CA	94558
5060	FL	Stopped > 60 min	Napa	CA	94558
063	FL	Stopped > 3 days	Napa	CA	94559
087	FL	Stopped > 3 days	Napa	CA	94559
214	FL	Stopped > 3 days	Napa	CA	94559
262	FL	Stopped > 3 days	Napa	CA	94559
5122	FL	Stopped > 3 days	Napa	CA	94559
735	FL	Stopped > 3 days	Napa	CA	94559
953	FL	Stopped > 3 days	Napa	CA	94559
5147	FL	Stopped > 60 min	Napa	CA	94559
234	FL	Stopped > 60 min	Napa	CA	94559
5279	FL	Stopped > 60 min	Napa	CA	94558
750	FL	Stopped > 60 min	Napa	CA	94558
941	FL	Stopped > 60 min	Napa	CA	94558
5285	FL	Stopped > 3 days	Napa	CA	94559
5257	FL	Moving	Napa	CA	94558
5152	FL	Stopped > 3 days	Nipomo	CA	93444
5289	FL	Stopped > 3 days	Nipomo	CA	93444
851	FL	Stopped > 3 days	Nipomo	CA	93444
5063	FL	Moving	Nipomo	CA	93444
5069	FL	Stopped > 60 min	Ojai	CA	93023
5096	FL	Stopped > 60 min	Oxnard	CA	93033
764	FL	Stopped > 60 min	Oxnard	CA	93033
784	FL	Stopped > 60 min	Oxnard	CA	93033
872	FL	Stopped > 60 min	Oxnard	CA	93033
972	FL	Stopped > 3 days	Oxnard	CA	93030
5280	FL	Stopped > 60 min	Oxnard	CA	93033
5156	FL	Stopped > 60 min	Oxnard	CA	93033
882	FL	Stopped > 60 min	Oxnard	CA	93033
868	FL	Stopped > 60 min	Oxnard	CA	93030
817	FL	Stopped > 3 days	Oxnard	CA	93033
5217	FL	Stopped > 3 days	Oxnard	CA	93033
5029	FL	Stopped > 60 min	Oxnard	CA	93033
5191	FL	Stopped > 60 min	Oxnard	CA	93033
5170	FL	Stopped > 60 min	Oxnard	CA	93030
5163	FL	Stopped 5 - 60 min	Oxnard	CA	93030
149	FL	Stopped > 60 min	Oxnard	CA	93030
884	FL	Stopped > 60 min	Oxnard	CA	93030
777	FL	Stopped > 60 min	Oxnard	CA	93030
964	FL	Stopped > 60 min	Oxnard	CA	93030
220	FL	Stopped 5 - 60 min	Oxnard	CA	93033
5004	FL	Stopped > 60 min	Oxnard	CA	93033
5053	FL	Stopped 5 - 60 min	Oxnard	CA	93030

5219	FL	Stopped > 60 min	Oxnard	CA	93033
992	FL	Stopped 5 - 60 min	Oxnard	CA	93030
5155	FL	Stopped > 60 min	Oxnard	CA	93030
833	FL	Stopped > 60 min	Oxnard	CA	93030
908	FL	Stopped > 60 min	Oxnard	CA	93030
924	FL	Stopped > 60 min	Oxnard	CA	93030
955	FL	Stopped > 60 min	Oxnard	CA	93030
985	FL	Stopped > 60 min	Paicines	CA	95043
5014	FL	Moving	Pala	CA	92059
5247	FL	Stopped > 60 min	Pala	CA	92059
5193	FL	Stopped 5 - 60 min	Parlier	CA	93648
5297	FL	Stopped > 60 min	Parlier	CA	93648
319	FL	Stopped > 60 min	Parlier	CA	93648
5294	FL	Stopped > 60 min	Paso Robles	CA	93446
5091	FL	Stopped > 60 min	Paso Robles	CA	93446
5010	FL	Stopped > 3 days	Pauma Valley	CA	92061
5138	FL	Stopped > 60 min	Piru	CA	93040
261	FL	Stopped > 60 min	Piru	CA	93040
385 VP	VP	Moving	Pixley	CA	93256
339	FL	Exceeding PSL	Porterville	CA	93257
5293	FL	Stopped > 60 min	Porterville	CA	93257
5286	FL	Stopped 5 - 60 min w/ign	Porterville	CA	93257
5146	FL	Moving	Porterville	CA	93257
770	FL	Exceeding PSL	Porterville	CA	93257
375 VP (24 Hour Van)	VP	Stopped > 60 min	Porterville	CA	93257
5172	FL	Stopped > 60 min	Reedley	CA	93654
5144	FL	Stopped > 60 min	Reedley	CA	93654
5231	FL	Stopped > 60 min	Roll	AZ	85347
5020	FL	Stopped 5 - 60 min	Roll	AZ	85347
5158	FL	Stopped 5 - 60 min	Roll	AZ	85347
5092	FL	Stopped > 60 min	Rutherford	CA	94573
193	FL	Stopped > 60 min	Rutherford	CA	94574
969	FL	Stopped > 60 min	Salinas	CA	93908
5248	FL	Stopped > 3 days	Salinas	CA	93908
5267	FL	Stopped > 60 min	Salinas	CA	93908
5002	FL	Stopped > 60 min	Salinas	CA	93908
5024	FL	Stopped > 60 min	Salinas	CA	93901
5075	FL	Stopped > 3 days	Salinas	CA	93905
775	FL	Stopped > 3 days	Salinas	CA	93905
5230	FL	Stopped > 60 min	Salinas	CA	93908
5132	FL	Stopped > 60 min	Salinas	CA	93908
5048	FL	Stopped > 60 min	Salinas	CA	93908
329	FL	Stopped 5 - 60 min	Salinas	CA	93908
5054	FL	Moving	Salinas	CA	93905
5159	FL	Stopped > 60 min	Salinas	CA	93908
767	FL	Stopped 5 - 60 min	Salinas	CA	93907
5100	FL	Stopped > 60 min	Salinas	CA	93907
936	FL	Stopped > 60 min	Salinas	CA	93908
5282	FL	Stopped > 60 min	Salinas	CA	93908
978	FL	Stopped > 60 min	Salinas	CA	93908
5013	FL	Stopped > 3 days	Salinas	CA	93907
997	FL	Stopped > 60 min	Salinas	CA	93907
5168	FL	Stopped > 3 days	Salinas	CA	93908
5127	FL	Stopped > 3 days	Salinas	CA	93908
5265	FL	Stopped > 3 days	Salinas	CA	93908
888	FL	Stopped > 60 min	Salinas	CA	93908
981	FL	Stopped > 60 min	Salinas	CA	93908
963	FL	Stopped > 60 min	Salinas	CA	93908
934	FL	Stopped > 60 min	Salinas	CA	93907
807	FL	Stopped > 3 days	Salinas	CA	93908
811	FL	Stopped > 3 days	Salinas	CA	93908
5061	FL	Stopped > 60 min	Salinas	CA	93908
838	FL	Stopped > 60 min	Salinas	CA	93908
944	FL	Stopped > 60 min	Salinas	CA	93908
5225	FL	Stopped > 60 min	Salinas	CA	93907
246	FL	Stopped > 60 min	Salinas	CA	93906
835	FL	Stopped 5 - 60 min	Salinas	CA	93906

858	FL	Stopped > 60 min	Salinas	CA	93908
5187	FL	Stopped > 60 min	Salinas	CA	93908
5195	FL	Stopped > 60 min	Salinas	CA	93908
5167	FL	Stopped > 60 min	Salinas	CA	93908
853	FL	Stopped > 60 min	Salinas	CA	93908
799	FL	Stopped > 3 days	Salinas	CA	93907
5143	FL	Stopped > 60 min	Salinas	CA	93908
792	FL	Stopped > 3 days	Salinas	CA	93901
5264	FL	Stopped > 60 min	Salinas	CA	93908
5033	FL	Stopped > 60 min	Salinas	CA	93907
5269	FL	Stopped > 60 min	Salinas	CA	93907
788	FL	Stopped > 60 min	Salinas	CA	93907
793	FL	Stopped > 60 min	Salinas	CA	93907
942	FL	Stopped > 60 min	Salinas	CA	93907
5215	FL	Stopped > 60 min	Salinas	CA	93908
880	FL	Stopped > 60 min	Salinas	CA	93908
886	FL	Stopped > 60 min	Salinas	CA	93908
5045	FL	Stopped > 60 min	Salinas	CA	93905
5019	FL	Stopped > 60 min	Salinas	CA	93908
796	FL	Stopped > 60 min	Salinas	CA	93908
850	FL	Stopped > 60 min	Salinas	CA	93908
920	FL	Stopped > 60 min	Salinas	CA	93908
5189	FL	Stopped > 60 min	Salinas	CA	93908
5232	FL	Stopped > 60 min	Salinas	CA	93908
871	FL	Stopped > 60 min	Salinas	CA	93908
802	FL	Stopped 5 - 60 min	Salinas	CA	93908
219	FL	Moving	Salinas	CA	93908
916	FL	Moving	Salinas	CA	93908
716	FL	Stopped < 5 min w/ign	Salinas	CA	93908
145	FL	Stopped > 60 min	Salinas	CA	93908
5166	FL	Stopped > 60 min	Salinas	CA	93908
705	FL	Stopped > 60 min	Salinas	CA	93908
874	FL	Stopped > 60 min	Salinas	CA	93908
951	FL	Stopped > 60 min	Salinas	CA	93908
990	FL	Stopped > 60 min	Salinas	CA	93908
5216	FL	Stopped 5 - 60 min	Salinas	CA	93908
721	FL	Stopped 5 - 60 min	Salinas	CA	93908
877	FL	Stopped 5 - 60 min	Salinas	CA	93908
904	FL	Stopped 5 - 60 min	Salinas	CA	93908
968	FL	Stopped 5 - 60 min	San Ardo	CA	93450
5115	FL	Moving	San Ardo	CA	93450
5258	FL	Stopped > 60 min	San Jacinto	CA	92582
918	FL	Stopped > 3 days	San Jacinto	CA	92583
5253	FL	Stopped > 60 min	San Luis	AZ	85349
5266	FL	Stopped > 60 min	San Luis	AZ	85349
946	FL	Stopped > 60 min	San Luis	AZ	85336
949	FL	Stopped > 3 days	San Luis	AZ	85336
682	FL	Stopped < 5 min	San Luis	AZ	85336
5130	FL	Stopped > 3 days	San Luis	AZ	85336
5148	FL	Stopped > 3 days	San Luis	AZ	85336
5239	FL	Stopped > 3 days	San Luis	AZ	85336
5255	FL	Stopped > 3 days	San Luis	AZ	85336
745	FL	Stopped > 3 days	San Luis	AZ	85336
829	FL	Stopped > 3 days	San Luis	AZ	85336
864	FL	Stopped > 3 days	San Luis	AZ	85336
879	FL	Stopped > 3 days	San Luis	AZ	85336
911	FL	Stopped > 3 days	San Luis	AZ	85336
971	FL	Stopped > 3 days	San Luis	AZ	85336
5162	FL	Stopped > 60 min	San Luis	AZ	85336
5030	FL	Stopped > 60 min	San Luis	AZ	85349
875	FL	Stopped > 60 min	San Luis	AZ	85349
926	FL	Stopped > 60 min	San Luis	AZ	85336
330	FL	Stopped > 3 days	San Luis	AZ	85349
5039	FL	Stopped > 3 days	San Luis Obispo	CA	93401
855	FL	Stopped > 60 min	San Luis Obispo	CA	93405
727	FL	Stopped > 60 min	San Miguel	CA	93451
983	FL	Stopped > 60 min	San Miguel	CA	93451

180 (Spare)	FL	Stopped > 60 min	San Miguel	CA	93451
804	FL	Stopped > 60 min	San Miguel	CA	93451
843	FL	Stopped > 60 min	San Miguel	CA	93451
5567	FL	Stopped > 60 min	Sanger	CA	93657
648	FL	Stopped > 60 min	Santa Maria	CA	93455
730	FL	Stopped > 60 min	Santa Maria	CA	93454
732	FL	Stopped > 60 min	Santa Maria	CA	93454
5288	FL	Stopped > 60 min	Santa Maria	CA	93454
643	FL	Stopped > 60 min	Santa Maria	CA	93454
791	FL	Stopped > 60 min	Santa Maria	CA	93454
5131	FL	Stopped > 60 min	Santa Maria	CA	93454
5221	FL	Moving	Santa Maria	CA	93454
683	FL	Stopped > 60 min	Santa Maria	CA	93458
049	FL	Stopped > 3 days	Santa Maria	CA	93458
740	FL	Stopped 5 - 60 min	Santa Maria	CA	93454
861	FL	Stopped > 60 min	Santa Maria	CA	93454
717	FL	Stopped > 60 min	Santa Maria	CA	93454
109	FL	Stopped 5 - 60 min	Santa Maria	CA	93454
5137	FL	Stopped > 60 min	Santa Maria	CA	93458
5072	FL	Moving	Santa Maria	CA	93455
5278	FL	Stopped > 60 min	Santa Maria	CA	93454
5242	FL	Stopped > 3 days	Santa Maria	CA	93455
758	FL	Stopped > 3 days	Santa Maria	CA	93455
5041	FL	Stopped > 3 days	Santa Maria	CA	93455
5070	FL	Stopped > 3 days	Santa Maria	CA	93455
5173	FL	Stopped > 3 days	Santa Maria	CA	93455
902	FL	Stopped > 3 days	Santa Maria	CA	93455
5124	FL	Stopped > 3 days	Santa Maria	CA	93454
5199	FL	Stopped > 3 days	Santa Maria	CA	93454
718	FL	Stopped > 3 days	Santa Maria	CA	93454
731	FL	Stopped > 3 days	Santa Maria	CA	93454
782	FL	Stopped > 3 days	Santa Maria	CA	93454
787	FL	Stopped > 3 days	Santa Maria	CA	93454
842	FL	Stopped > 3 days	Santa Maria	CA	93454
845	FL	Stopped > 3 days	Santa Maria	CA	93454
878	FL	Stopped > 3 days	Santa Maria	CA	93454
883	FL	Stopped > 3 days	Santa Maria	CA	93454
899	FL	Stopped > 3 days	Santa Maria	CA	93454
927	FL	Stopped > 3 days	Santa Maria	CA	93454
714	FL	Stopped > 60 min	Santa Maria	CA	93454
5051	FL	Stopped 5 - 60 min	Santa Maria	CA	93454
903	FL	Stopped > 3 days	Santa Maria	CA	93458
5249	FL	Stopped > 60 min	Santa Maria	CA	93454
894	FL	Stopped > 3 days	Santa Maria	CA	93458
825	FL	Stopped > 3 days	Santa Maria	CA	93454
708	FL	Stopped > 3 days	Santa Maria	CA	93458
5206	FL	Stopped > 3 days	Santa Maria	CA	93458
930	FL	Stopped > 3 days	Santa Maria	CA	93458
736	FL	Stopped > 60 min	Santa Maria	CA	93454
841	FL	Stopped > 60 min	Santa Maria	CA	93454
885	FL	Stopped > 60 min	Santa Maria	CA	93454
5077	FL	Stopped > 60 min	Santa Maria	CA	93454
922	FL	Stopped > 3 days	Santa Maria	CA	93458
5218	FL	Stopped > 3 days	Santa Maria	CA	93458
896	FL	Stopped > 3 days	Santa Maria	CA	93458
794	FL	Stopped > 3 days	Santa Maria	CA	93458
870	FL	Stopped > 3 days	Santa Maria	CA	93458
5281	FL	Stopped > 3 days	Santa Maria	CA	93458
680	FL	Stopped > 3 days	Santa Maria	CA	93458
945	FL	Stopped > 60 min	Santa Maria	CA	93458
780	FL	Stopped > 60 min	Santa Maria	CA	93458
241 (Spare)	FL	Stopped > 60 min	Santa Maria	CA	93458
203 (Spare)	FL	Stopped > 60 min	Santa Maria	CA	93458
5102	FL	Stopped > 3 days	Santa Maria	CA	93455
662	FL	Stopped > 3 days	Santa Maria	CA	93454
748	FL	Stopped > 3 days	Santa Maria	CA	93454
5157	FL	Stopped > 3 days	Santa Maria	CA	93455

5296	FL	Stopped > 3 days	Santa Maria	CA	93455
766	FL	Speeding	Santa Maria	CA	93455
988	FL	Stopped > 3 days	Santa Maria	CA	93455
229	FL	Stopped > 60 min	Santa Paula	CA	93060
341 (Spare)	FL	Stopped > 60 min	Santa Paula	CA	93060
5261	FL	Stopped 5 - 60 min	Santa Paula	CA	93060
251	FL	Stopped > 60 min	Santa Paula	CA	93060
252	FL	Stopped > 60 min	Santa Paula	CA	93060
723	FL	Stopped > 60 min	Santa Paula	CA	93060
776	FL	Stopped > 60 min	Santa Paula	CA	93060
816	FL	Stopped > 60 min	Santa Paula	CA	93060
744	FL	Stopped > 3 days	Santa Paula	CA	93060
5036	FL	Stopped > 60 min	Santa Paula	CA	93060
980	FL	Stopped > 60 min	Santa Rosa	CA	95409
5160	FL	Stopped > 60 min	Selma	CA	93662
5040	FL	Stopped 5 - 60 min	Selma	CA	93662
409 VP (24 Hour Van)	VP	Stopped > 60 min	Selma	CA	93662
5153	FL	Stopped 5 - 60 min	Soledad	CA	93960
5090	FL	Stopped > 60 min	Soledad	CA	93960
5238	FL	Stopped > 60 min	Soledad	CA	93960
5273	FL	Stopped > 3 days	Soledad	CA	93960
849	FL	Stopped > 3 days	Soledad	CA	93960
5150	FL	Stopped > 3 days	Soledad	CA	93960
711	FL	Stopped > 3 days	Soledad	CA	93960
935	FL	Stopped > 3 days w/ign	Soledad	CA	93960
984	FL	Stopped > 3 days	Soledad	CA	93960
5226	FL	Stopped > 3 days	Soledad	CA	93960
5274	FL	Stopped > 3 days	Soledad	CA	93960
725	FL	Stopped > 3 days	Soledad	CA	93960
107	FL	Stopped > 3 days	Soledad	CA	93960
5224	FL	Stopped 5 - 60 min	Soledad	CA	93960
268 (Spare)	FL	Stopped > 60 min	Soledad	CA	93960
737	FL	Speeding	Soledad	CA	93960
5180	FL	Stopped 5 - 60 min	Soledad	CA	93960
337	FL	Stopped 5 - 60 min w/ign	Soledad	CA	93960
906	FL	Stopped > 3 days	Soledad	CA	93960
898	FL	Stopped > 60 min	Soledad	CA	93960
965	FL	Stopped 5 - 60 min	Somerton	AZ	85350
5149	FL	Stopped 5 - 60 min	Somerton	AZ	85350
781	FL	Stopped 5 - 60 min	Somerton	AZ	85350
743	FL	Stopped 5 - 60 min	Somerton	AZ	85350
5140	FL	Stopped > 60 min	Somerton	AZ	85350
5177	FL	Stopped > 60 min	Somerton	AZ	85350
966	FL	Stopped > 60 min	Somerton	AZ	85350
5259	FL	Stopped > 3 days	Somerton	AZ	85350
826	FL	Stopped > 60 min	Somerton	AZ	85350
5062	FL	Stopped > 60 min	Somerton	AZ	85350
5176	FL	Stopped 5 - 60 min	Somerton	AZ	85350
931	FL	Stopped > 3 days	Somerton	AZ	85350
5142	FL	Stopped 5 - 60 min w/ign	Somis	CA	93066
242	FL	Stopped > 60 min	Somis	CA	93066
259	FL	Stopped > 60 min	Somis	CA	93066
5059	FL	Stopped > 60 min	Somis	CA	93066
5245	FL	Stopped > 60 min	Somis	CA	93066
5064	FL	Stopped < 5 min	Sonoma	CA	95476
5047	FL	Stopped > 60 min	St Helena	CA	94574
5011	FL	Moving	St Helena	CA	94574
713	FL	Stopped > 60 min	St Helena	CA	94574
147	FL	Moving	St Helena	CA	94574
093	FL	Stopped > 3 days	St Helena	CA	94574
111	FL	Stopped > 3 days	St Helena	CA	94574
240	FL	Stopped > 3 days	St Helena	CA	94574
248	FL	Stopped > 3 days	St Helena	CA	94574
5008	FL	Stopped > 3 days	St Helena	CA	94574
5192	FL	Stopped > 3 days	St Helena	CA	94574
751	FL	Stopped > 3 days	St Helena	CA	94574
846	FL	Stopped > 3 days	St Helena	CA	94574

925	FL	Stopped > 3 days	St Helena	CA	94574
719	FL	Stopped > 3 days w/ign	St Helena	CA	94574
5056	FL	Stopped > 3 days	St Helena	CA	94574
5139	FL	Stopped > 3 days	St Helena	CA	94574
5044	FL	Stopped > 60 min	St Helena	CA	94574
873	FL	Stopped > 3 days	Stockton	CA	95207
5076	FL	Stopped 5 - 60 min	Templeton	CA	93465
269 VP	VP	Stopped > 60 min	Tracy	CA	95304
397 VP	VP	Stopped > 60 min	Tracy	CA	95304
467 VP	VP	Stopped > 60 min	Tracy	CA	95304
5049	FL	Stopped > 60 min	Ukiah	CA	95482
120	FL	Stopped > 60 min	Ventura	CA	93003
860	FL	Stopped > 60 min	Ventura	CA	93003
5079	FL	Stopped > 60 min	Ventura	CA	93004
461 VP	VP	Stopped > 60 min	Visalia	CA	93277
406 VP	VP	Stopped > 60 min	Visalia	CA	93277
430 VP	VP	Stopped > 60 min	Visalia	CA	93277
445 VP	VP	Stopped > 60 min	Visalia	CA	93277
393 VP (24 Hour Van)	VP	Stopped > 60 min	Visalia	CA	93277
433 VP	VP	Stopped > 60 min	Wasco	CA	93280
284 VP	VP	Stopped > 60 min	Wasco	CA	93280
752	FL	Stopped > 60 min	Watsonville	CA	95076
5108	FL	Stopped > 60 min	Watsonville	CA	95076
5086	FL	Stopped > 60 min	Watsonville	CA	95076
755	FL	Stopped > 3 days	Watsonville	CA	95076
987	FL	Stopped > 60 min	Watsonville	CA	95076
5263	FL	Stopped 5 - 60 min w/ign	Wellton	AZ	85356
5277	FL	Stopped > 60 min	Wellton	AZ	85356
5211	FL	Stopped 5 - 60 min	Wellton	AZ	85356
5136	FL	Moving	Wellton	AZ	85356
5145	FL	Stopped > 60 min	Wellton	AZ	85356
5082	FL	Stopped > 60 min	Wellton	AZ	85356
5093	FL	Stopped > 60 min	Wellton	AZ	85356
863	FL	Stopped > 60 min	Westmorland	CA	92281
5006	FL	Stopped > 60 min	Westmorland	CA	92281
5032	FL	Moving	Westmorland	CA	92281
5220	FL	Moving	Windsor	CA	95492
5028	FL	Stopped 5 - 60 min	Yerington	NV	89447
5083	FL	Stopped 5 - 60 min	Yerington	NV	89447
5110	FL	Stopped > 60 min	Yuma	AZ	85365
890	FL	Stopped > 60 min	Yuma	AZ	85365
5080	FL	Stopped > 3 days	Yuma	AZ	85365
5109	FL	Stopped > 3 days	Yuma	AZ	85365
5256	FL	Stopped 5 - 60 min	Yuma	AZ	85365
959	FL	Stopped 5 - 60 min	Yuma	AZ	85365
762	FL	Stopped > 60 min	Yuma	AZ	85365
947	FL	Stopped > 60 min	Yuma	AZ	85365
909	FL	Stopped > 60 min	Yuma	AZ	85365
237 (Spare)	FL	Stopped > 3 days	Yuma	AZ	85364
331	FL	Stopped > 60 min	Yuma	AZ	85365
227 FL SPARE	FL	Stopped > 3 days	Yuma	AZ	85364
5007	FL	Stopped > 60 min	Yuma	AZ	85364
989	FL	Stopped > 3 days	Yuma	AZ	85364
734	FL	Stopped > 60 min	Yuma	AZ	85364
215	FL	Stopped > 3 days	Yuma	AZ	85365
5134	FL	Stopped > 60 min	Yuma	AZ	85365
975	FL	Stopped > 60 min	Yuma	AZ	85365
5204	FL	Moving	Yuma	AZ	85364
674	FL	Stopped < 5 min	Yuma	AZ	85365
754	FL	Stopped 5 - 60 min	Yuma	AZ	85364
982	FL	Stopped > 60 min	Yuma	AZ	85364
5129	FL	Stopped > 60 min	Yuma	AZ	85364
5202	FL	Stopped > 60 min w/ign	Yuma	AZ	85365
901	FL	Stopped > 60 min	Yuma	AZ	85365
5183	FL	Stopped > 60 min	Yuma	AZ	85365
5099	FL	Stopped > 60 min	Yuma	AZ	85365
933	FL	Stopped > 3 days	Yuma	AZ	85365

END