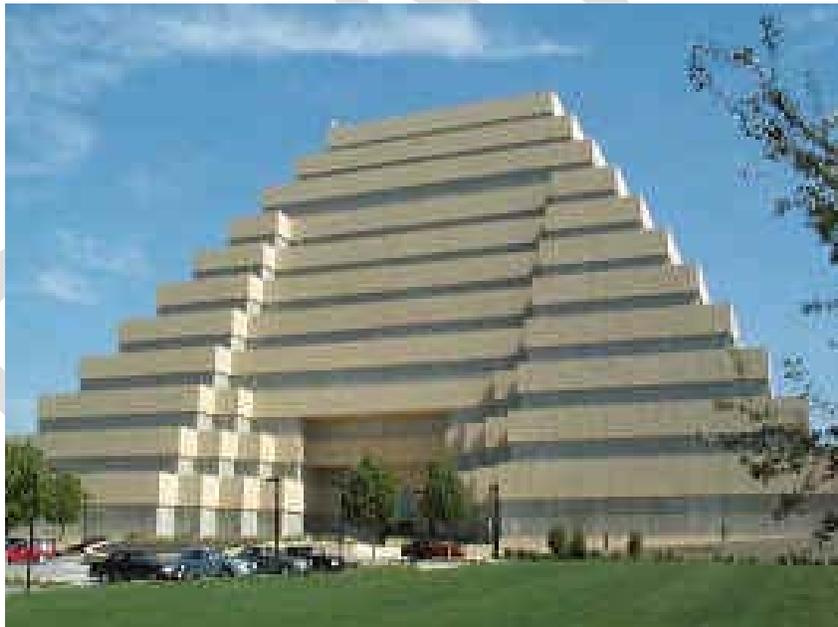


DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division

TENANT FACILITY MANAGEMENT PLAN

NOTE: The information in this draft Facility Management Plan is supplied as only a representation of the individual Plans that will be customized to each of the sale/leaseback properties and provided to tenants for their respective properties. Some sections shown on the original Draft Outline have intentionally been omitted, but will be included in future versions as transition plans are further refined.



XYZ Building
Any Town, California

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INTRODUCTION

Introduction

The Tenant Facility Management Plan (TFMP) was developed to assist the tenants of the XYZ Building. It is intended as a resource for future operating procedures, services, and amenities at the facility in light of the recent transition of ownership. Every attempt has been made to provide current and accurate information in the TFMP. This is a **living document** that will be modified as necessary to reflect new information or revised policies, and to facilitate the ongoing building operations and keep you apprised of any such updates.

Purpose

The purpose of the TFMP is to provide a better understanding of the roles, responsibilities, and processes assigned to the tenants, the Department of General Services (DGS) as the Lessee for the property, and the new on-site Property Management Company representing the Lessor.

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FACILITY

Individual Facility Information to be Inserted

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KEY CONTACTS

Property Management Company

For the entire Lease Term, Lessor agrees that, at Lessor's sole cost and expense, Lessor shall furnish the services of an on-site professional property management company, an onsite day porter, and onsite engineers. These services shall be performed in accordance with the standards and staffing levels in other comparable Class A buildings in the city where the Leased Premises are located.

Property Management Company Contacts

Property Manager	XXX-XXX-XXX
Chief Engineer	XXX-XXX-XXX
Security Office (24 hours)	XXX-XXX-XXX

The DGS Building and Property Management (BPM) Liaison Manager (LM)

The DGS BPM LM role was created to maintain communication protocol between the tenants of the building and the property management company. The DGS BPM LM is the first point of contact for tenant needs and concerns.

The DGS BPM LM will conduct monthly meetings to ensure consistent and effective communication between all parties.

DGS Contact(s)

BPM LM	XXX-XXX-XXX
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Ancillary Functions

The State shall be responsible for staffing and operating all of State's ancillary on-site support functions, such as daycare centers, cafeterias, and daily auditorium usage and scheduling (collectively, Ancillary Functions). Lessor shall remain obligated to provide and/or perform, as the case may be, all services, supplies, maintenance and repairs to the Ancillary Functions.

Emergency Telephone Numbers

California Highway Patrol (CHP)	9-911
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Non-Emergency Numbers

CHP	XXX-XXX-XXX
City TBD Police Department	XXX-XXX-XXX
City TBD Fire Department	XXX-XXX-XXX

BUILDING OPERATIONS

Building Operating Hours

The hours of operation for the XYZ Building are from 6:00 am to 6:00 pm, Monday through Friday, except holidays.

Building Holiday Schedule

The State of California observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Building Heating, Ventilation, and Air Conditioning (HVAC) and Lighting Hours of Operation

HVAC is available Monday through Friday, 6:00 am to 6:00 pm, except holidays.

Requests to the DGS BPM LM for after-hours HVAC Services are to be submitted at least 48 hours in advance. After-hours HVAC usage may be subject to additional charges.

BUILDING ACCESS

Access to Leased Premises

State shall have access to and use of the Leased Premises (including at least one fully operational elevator or more as required to serve every floor in the building or buildings) twenty four (24) hours per day, seven (7) days per week, 365 days per year, with no exceptions.

Agency employees will primarily use card keys with photo identification. Mechanical keys will be used for private office occupants only upon request through the DGS BPM LM. The cost to re-key the entire mechanical key system could be billed to the tenant in the event of loss or an employee change.

DOJ Background Check

Unless otherwise approved by the State in writing, no person, including Lessor, Lessor employees, and Lessor Contractor employees may have unescorted access to any part of the Leased Premises without having first undergone and passed a fingerprint-based criminal background check and subject to such other requirements as the State may elect to impose (provided that the cost of such background checks and other requirements shall be paid by State or reimbursed by State to Lessor, as applicable). For purposes of this Lease, the term "Contractor" means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and representatives, that provide goods, services, or supplies to the Leased Premises with respect to the operation of the Leased Premises.

SECURITY

Security Systems

Lessor shall maintain, repair, replace and monitor all security systems for the Leased Premises (excluding, however, those certain systems expressly excluded from Lessor's obligations and expressly designated as the responsibility of the State).

Card Key Access

Access to the State-occupied and non-public parts of the Leased Premises and building will be controlled primarily through use of a card key access system. The tenant agency will retain control over the approval of the issuance of access cards, and the levels of access permitted by those cards issued to all State Employees. Lessor shall issue card keys for the access control system to State, and State shall thereafter distribute such card keys to State employees in State's sole discretion.

Security Services

Lessor shall provide on-site Security Guard(s) to provide building and perimeter security service in the general manner set forth in the Lease. Services are to be provided twenty-four (24) hours per day, seven (7) days per week without exception.

Requests for Security Guard services for events not covered herein are to be contracted directly with the requesting tenant agency.

CHP

The CHP, the duly authorized law enforcement agency with jurisdiction over the State-owned, occupied and operated facilities, may have a presence in the Leased Premises. The Lessor acknowledges and agrees that because of the nature of certain activities carried on in the Leased Premises, the presence of the CHP may be an essential part of the overall building security program and may be present in the building, but at no cost to Lessor. State shall notify Lessor from time to time to the extent that State elects for the CHP to have a presence in the Leased Premises.

EMERGENCY PROCEDURES

Emergency Evacuation Plans

Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with tenant agency Emergency Coordinators and the designated DGS Emergency Coordinator. In addition to any code-required exit signage, Lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall-mounted, and framed under glass or clear hard plastic, and a minimum size of 8" x 10".

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CUSTODIAL SERVICES

Lessor, at Lessor's sole cost and expense, at all times during the Lease Term shall furnish the following Custodial Services sufficient to maintain the Leased Premises in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

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

As needed, but not less frequently than:

Twice Weekly:

Vacuum all carpets.

Weekly:

1. Damp mop all hard surface floors.
2. Dust all window blinds.
3. Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
4. Spot clean the walls.

Quarterly: Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.

Semi-annually: Wash all windows (provided that the parties acknowledge and agree that to the extent the Leased Premises does not have a certified window washing rig as of the Lease Commencement Date, Lessor shall take all necessary steps to purchase, fabricate, install, and certify the same within a commercially reasonable time period (provided further that Lessor anticipates such process may require eighteen (18) months following the Lease Commencement Date to complete)), window blinds and window coverings, light fixtures, walls, and painted surfaces.

Annually:

1. Steam clean carpets to remove all stains and spots.
2. Clean window coverings.

GREEN AND SUSTAINABLE PROGRAM

Recycling

The State of California's waste prevention and recycling program, known as Project Recycle, is administered by the California Department of Resources Recycling and Recovery (CalRecycle). Project Recycle's primary objective is to reduce the amount of waste materials generated at State-occupied facilities and increase the materials recycled. Each State-occupied facility with the assistance and approval of CalRecycle is required to set up recycling programs for all recyclable materials where feasible.

With this in mind, property management has instituted an in depth recycling program for XYZ Building. In partnership with the City of TBD's comprehensive recycling program, we are working to help the State achieve its goal to significantly reduce the estimated 92 million tons of waste produced by California each year.

The building's recycling plan is designed to address the handling of all mixed paper, cardboard, select plastics, glass, aluminum and batteries. It is collected by the custodial staff and turned over to the building's recycling vendor, 123 Disposal Company. It is collected at your desk side, designated pickup points and kitchens throughout the facility. For a more detailed description of the Recycling Program, please contact the management office at XXX-XXX-XXXX and request a recycle program pamphlet.

LEED Certification

The Lessor, at its sole cost and expense, shall use commercially reasonable efforts to operate and maintain the Leased Premises so it remains certified by the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) to the extent the Leased Premises has such certifications as of the date of this Lease, and shall use commercially reasonable efforts to re-commission and recertify, at Lessor's sole cost and expense, the Leased Premises to the LEED standard achieved as of the date of this Lease or better every five (5) years; provided that in connection with such efforts by Lessor, State shall, at its sole cost and expense, reasonably cooperate with Lessor relating to State's improvements in the Leased Premises and State's use and operation of the Leased Premises, in order for Lessor to meet the required certification.

BUILDING AMENITIES

Parking

If the Leased Premises includes surface vehicle parking, such vehicle parking shall be provided at no additional cost to the State. If the Leased Premises includes vehicle parking as part of a building or in a separate structured vehicle parking garage, the State shall have the exclusive use of such parking: twenty-four (24) hours, seven (7) days a week, 365 days per year; provided, however, that the Lessor shall be entitled to charge commercially reasonable rates to individual users for the vehicle parking spaces in the Structured Parking. Lessor shall be responsible for the collection of rents for such vehicle parking spaces and the issuance and management of parking passes. Lessor shall coordinate with State for the number of vehicle parking spaces in Structured Parking to be allocated amongst the different agencies or departments utilizing the Leased Premises and Lessor shall have the right to the number of spaces needed to perform its obligations under the Lease.

Conference Center

The conference center is for the use of federal, State, and local government, in addition to private organizations for meetings and other authorized events. All reservation and inquiries regarding the conference center should be directed to the DGS BPM LM.

Day Care Center

The ABC day care center is located on the ground floor of the XYZ Building. The center is operated by EFG Company, an independent non-profit organization. For more information, contact EFG Company at XXX-XXX-XXXX.

Break Rooms/Kitchenettes

Break rooms and kitchenettes are provided throughout the building for the convenience of the employees. Agency employees should use their assigned break room and kitchenettes.

The sinks in the break rooms and kitchenettes should only be used for washing dishes and making coffee. The sinks in the break rooms and the kitchenettes are not fitted with garbage disposals, therefore food and coffee grounds should not be put in the drains. Food and coffee grounds should be placed in the trash receptacles. The use of the drinking fountain or restroom sinks for washing dishes is prohibited.

Lactation Room

The private lactation room is available **only** for women who are nursing. A Lactation Room Agreement Form must be completed in order to gain access to the room.

Automatic Teller Machine (ATM)

An ATM machine is provided by Golden One Credit Union at the east corridor, on the second floor of XYZ Building. There is a Golden One Credit Union branch located on TBD Street.

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BUILDING REPAIR AND MAINTENANCE

Repair and Maintenance of Leased Premises

During the Lease Term, the Lessor shall maintain the Leased Premises in good repair and tenable condition, so as to minimize breakdowns and loss of the State's use of the Leased Premises caused by deferred or inadequate maintenance, including:

1. Generally maintaining the Leased Premises in good, operating condition and appearance and performed in a manner consistent with the practices applied at other Class A properties in the market area.
2. Furnishing prompt, good quality repair of the building, Leased Premises equipment, and appurtenances.

Lessor shall provide prompt repair or correction for any damage to the Leased Premises subject to the provisions of the Lease.

Painting, Carpet, and Floor Covering

During the Lease Term and any Extended Term, Lessor agrees, at Lessor's sole cost and expense, to repaint all interior painted surfaces of the Leased Premises in accordance with the Lease. Lessor shall be required to repaint on or after the first sixty (60) month period of this Lease, and once during any succeeding sixty (60) month period. Scheduling and colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

In addition, Lessor shall, at Lessor's sole cost and expense, replace all carpet and floor coverings throughout the Leased Premises at the end of the first one hundred twenty (120) month period of this Lease, and once during any succeeding one hundred twenty (120) month period. Lessor shall arrange for and complete the replacement of all carpeting and floor covering and shall be solely responsible for all costs incurred to do so. All carpet and floor covering and scheduling for replacement of same is to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the replacement of carpet and floor covering.

TENANT SERVICE REQUESTS

Daily Operational Tenant Service Requests

Tenant agencies shall contact the DGS BPM LM for all Tenant Service Requests.

Daily Operational Tenant Service Requests include but are not limited to:

1. Light Bulb Replacement.
2. Room Temperature Adjustment - Too Hot or Too Cold
3. Janitorial / Cleaning Issues
4. Restock Restroom Supplies and Correct Plumbing Problems
5. Whiteboard Installation.
6. Dedicated Circuit Installation.
7. Re-Key of Doors.
8. Seismic Bracing of State Furniture and Equipment.
9. Reasonable Accommodation of Space Heaters.
10. Minor Carpet Installation or Repair.
11. Paint Touch-Ups.
12. Adding, Deleting or Modifying One or More Voice, Data Cables, Card Reader or Power Locations (dependent upon scale of project).
13. Parking Lot Spaces Not Accessible.
14. Signage Request.

Note: Tenant Service Requests must be minor in scope, of one discipline, and cannot affect the code-required exiting, access compliance, or safety of the occupants.

SIGNAGE

The State shall have exclusive sign rights; any requests for installation of signage shall be subject to State's prior written approval which may be withheld in State's sole and absolute discretion. Further, during the entire Lease Term and any Extended Term, State shall have exclusive naming rights to the Leased Premises. Neither Lessor nor any third parties shall have any naming rights for the Leased Premises and Lessor is expressly prohibited from naming the Leased Premises and from granting any such naming rights to any third parties.

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RENT, UTILITIES, AND OTHER INVOICE REMITTANCE

Rent and Utility Charges

Tenants will be billed for rent quarterly in advance, based on the approved billing rates.

The State will continue to be responsible for utility payments for electricity, gas, and steam.

The DGS BPM LM is the tenant agency's point of contact for rent and utility billing questions.

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REAL ESTATE SERVICES
Customer Requests Upgraded Information
Sharing Environment (CRUISE) Requests

Tenant Alterations / Tenant Improvements

Requests for Tenant Improvement work must be submitted through an electronic CRUISE request. This work may include but is not limited to:

1. Paint.
2. Carpet and Floor Covering Installation.
3. Construction or Demolition of Walls.
4. Americans with Disabilities Act (ADA) or Seismic Compliance Work.
5. Addition or Relocation of Furniture and Fixtures.

Expanding, Reducing or Relocating within Premises

All communication regarding proposed allocation changes to space occupied by any tenant agency shall be submitted via a CRUISE request to the DGS Asset Management Branch (AMB).

When a tenant agency vacates their premises, in accordance with GC Section 14682, they continue to pay rent for the facilities unless and until a new tenant can be assigned. The DGS will use reasonable efforts to secure a backfill tenant to mitigate the tenant agency's rental obligations.

BUILDING RULES AND REGULATIONS

1. The DGS or Lessor may from time to time adopt appropriate systems and procedures for the security or safety of the building, any persons occupying, using or entering the Building, or any equipment, finishing or contents of the building. Tenant will comply with management's reasonable requirements relative to such systems and procedures. In these rules and regulations, tenant includes the employees, agents, invitees and licensees of tenant, and others permitted by tenant to use or occupy the premises.
2. The sidewalks, doorways, halls, passages, exits, entrances elevators, stairways, vestibules and other similar areas shall not be obstructed by tenant or used by tenant for any purpose other than ingress to and egress from the premises, and for going from one part of the building to another part. This includes but is not limited to boxes, computer equipment, desks, tables and chairs.
3. No tenant, no employee, and no invitee of any tenant will go up on the roof of the building.
4. The building is for the use and access to persons with whom the tenant normally deals in the ordinary course of its business, or persons with express invitation from tenant or tenant's staff to visit their premises. Management retains the right to control and prevent access to any areas of the building to all persons whose presence, in judgment of management or security, would be prejudicial to the safety and interests of the building and its tenants. Building management and security reserves the right to exclude or expel from the project any person who, in building management or security judgment is under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations.
5. Corridor doors shall be kept closed. Before leaving the building tenant shall ensure that all doors to the tenant's space are securely locked.
6. Plumbing fixtures shall be used only for their designated purpose, and no foreign substances of any kind shall be deposited therein. The toilet rooms, toilet, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the tenant whose employees, agents, visitors or licensees caused the same.
7. Nails, screws, and other attachments to the building require prior written consent from the DGS BPM LM, except for the routine hanging of pictures, clocks and diplomas or certifications. Tenant shall not mar or deface the leased premises in any way. Tenant shall not place anything on or near the glass of any window, door or wall, which may appear unsightly from outside the premises.

8. All contractors and technicians rendering any installation service to tenant shall be subject to the DGS BPM LM's approval and supervision prior to performing services. This applies to all work performed in the building, including, but not limited to, installation of telephones, wiring of any kind, and electrical devices, as well as all installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the building. Tenant shall submit requests to the DGS BPM LM and receive approval prior to commencement of work.
9. Deliveries of water, soft drinks, newspapers or other such items to the premises shall be restricted to hours established by the DGS BPM LM and made by use of the freight elevator only.
10. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals of any kind shall be brought into or kept in, on or about the premises, with the exception of service animals.
11. No cooking shall be done in the premises except in those kitchens specifically designed for cooking appliances.
12. Tenant shall not install or operate on the premises any electric heater, personal fan, stove or similar equipment without the DGS BPM LM consent. Reasonable accommodation requests with a doctor's verification are to be submitted to the DGS BPM LM for exceptions.
13. Tenant shall not use or keep on the premises any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities necessary for the operation and maintenance of equipment utilized at the loading dock, e.g. fork lift.
14. No weapons of any kind shall be brought onto the premises at any time. This includes but is not limited to firearms, knives, taser, stun guns or unauthorized tear gas weapons. Law enforcement officers carrying weapons shall notify the building CHP prior to entering the building. No explosives shall be brought onto the premises at any time.
15. Tenant shall not waste electricity and water, and agrees to cooperate fully with property management to assure the most effective operation of the building's HVAC system. Tenant agrees to comply with any governmental energy-saving rules, laws or regulations and Governor's Executive Orders regarding energy usage curtailment. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the office spaces. The DGS BPM LM shall consider reasonable adjustments in thermostats upon request from tenant.
16. Movement in or out of the building of furniture, office equipment, safes or other bulky material that requires the use of elevators, stairways, or the building entrance and lobby shall be restricted to hours established by the DGS BPM LM. All such

movement shall be under close supervision, and the use of an elevator for such movements shall be restricted to the building's freight elevator. Tenant understands that costs to repair damage to walls, door frames, doors, carpet, etc. may be charged back to the tenant. Arrangements shall be made at least 48 hours in advance with the DGS BPM LM regarding the time, method, and routing of such movements. Tenant, its employees, agents and invitees shall prearrange access to the building for after-hours movement of office equipment/packages, repairs or installations.

17. Each tenant shall comply with all requirements necessary for the security of the premises, including the use of service passes issued by security, or registering with the on-site security after hours. Security and/or property management reserves the right to refuse entry to the building after normal business hours to tenant, its employees, agents or invitees, or any other person without satisfactory identification or prior approval from property management, showing his or her right of access to the building at such time. Property management and/or security shall not be liable for any damages resulting from any error in regard to any such identification or from such admission to or exclusion from the building. Property management shall not be liable to tenant for losses due to theft or burglary, or for damage by unauthorized persons in, on or about the project, and tenant assumes full responsibility for protecting the leased premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
18. No sign, placard, picture or notice visible from the exterior of tenant's premises will be inscribed, painted, affixed or otherwise displayed by tenant on any part of the building or the premises without the prior written consent of the DGS BPM LM. All approved signs or lettering on doors will be printed, painted, affixed or inscribed at the expense of the tenant by a person approved by the DGS BPM LM. No paper signs or stickers are allowed on any interior common area walls or doors of the building. Metal and glass display cabinets can be installed in the common hallways. Any exposed boards (cork/white/electronic) are to be located within sub-corridors or rooms. Other than draperies or window blinds expressly permitted by building standards, material visible from outside the building will not be permitted. In the event of the violation of this rule by tenant, management may remove the violating items without any liability, and may charge the expense incurred by such removal to the tenant or tenants in violation of this rule.
19. The building hours of operation are 6:00 am to 6:00 pm, Monday through Friday, excluding holidays. Management and security reserve the right to close and keep locked all entrance and exit doors of the building on Saturdays, Sundays and State holidays, and during such other times as property management, the DGS BPM LM or security may deem advisable for the protection of the building and tenants thereof.
20. Canvassing, peddling, posting, soliciting, and distribution of handbills in or at the building are prohibited and tenant will cooperate to prevent these activities.

21. Tenant shall cooperate fully with the life safety program of the building as established and administered by the DGS BPM LM and property management. This shall include participation by tenant and its employees in exit drills, fire inspections, life safety orientations and other programs relating to fire and life safety that may be established by the DGS BPM LM and property management.
22. No smoking shall be permitted in any areas of the interior of the building.
23. Bicycles are permitted only in the bicycle locker room.
24. The DGS BPM LM reserves the right to rescind any of these rules and regulations and to make future rules and regulations required for the safety, protection and maintenance of the buildings, the operation and preservation of the good order thereof, and the protection and comfort of the tenants and their employees and visitors. Property management shall not be responsible to tenant for the non-observance or violation of these rules and regulations by any other tenant of the building. The DGS BPM LM may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver or such rules and regulations in favor of any tenant or tenants, may prevent the DGS BPM LM from enforcing any such rules and regulations against any or all of the tenants of the building after such waiver.

These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease or assignment of premises in the building.

DGS – BUILDING OCCUPANCY POLICY (Policy)

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The DGS leases certain sale/leaseback properties statewide. Pursuant to the State Administrative Manual (SAM) Management Memo (Number to be determined), the following terms and conditions pertain to State agencies (occupant agencies) that hire from the DGS certain premises with the appurtenances situated in various cities within the State of California. Occupant agencies are assigned space subject to the terms contained herein, subject also to the Building Rules and Regulations, Space Assignment GS 4091, legislative mandates, and any and all applicable State of California statutes, policies and regulations.

1. USE OF COMMON AREAS

Occupant agencies have the non-exclusive right to use in common with other agencies, employees, guests, or other persons conducting business or occupying or leasing space within any and all the DGS' sale/leaseback properties, the following common areas of the Building (collectively, the "Common Areas"), all of which shall be subject to the DGS' and/or Lessor's sole management and control:

- A. Common entrances, hallways, sidewalks, landscaped areas, lobbies, public restrooms, public meeting rooms and auditoriums, elevators, stairways, loading docks, ramps, and the common pipes, conduits, wires and other equipment within the Building which serve the premises; and

- B. The parking facilities of the Building, including the loading and unloading areas, roadways, driveways, public parking spaces, and other appurtenances which are not reserved for the exclusive use of any particular Building occupant.
- C. The use of common area pipes, conduits, wires and other equipment mentioned in 1.A above, shall be subject to the prior written approval of the DGS and/or Lessor. Specifically, the use of these areas, as well as common area utility/service closets for telecommunications and data purposes, require approval of the DGS and/or Lessor to assure equitable and proper usage for the benefit of all tenants within the building.

2. TERM

The DGS issues Space Assignments to occupant agencies in the sale/leaseback properties. The term of occupancy commences on the date stipulated in each Space Assignment and continues indefinitely year after year, subject to the terms and conditions of this Policy, including Section 5. The parties hereto acknowledge that this Policy covering each premises is governed by and subject to any existing and/or successive provisions of the SAM, as well as to all requirements of the Department of Finance (DOF), and any legislative mandates, propositions or the like which govern the expenditure of State funds and/or require alternative uses for the premises by another State agency. Unless and until such provisions mandate, the term of Space Assignments shall not expire and the obligations of the parties as outlined herein shall continue. Unless and until such time as occupant agency's use of the premises is canceled subject to the terms of this Policy, occupant agency shall pay rent to the DGS pursuant to the established rental rates for each sale/leaseback property in which occupant agency is allocated Space Assignments, subject to periodic adjustments. Periodic rental adjustments may also be made for other changes including, but not limited to, cost fluctuations in utility, security, consumer price increase (CPI), and operating expenses.

3. RENT

Rental payments commence upon the earlier of Substantial Completion (which for the purposes of this Policy shall mean the space is functional for its intended purpose and meets all fire and life safety and building code requirements) or the first day of occupant agency's occupancy of the premises, and continue until termination of Space Assignment pursuant to the provisions of this Policy. Rental payable for any period of time less than one month shall be determined by prorating the monthly rental herein specified based upon the actual number of days in the month.

4. TERMINATION/BACKFILL REQUIREMENTS

In the event the occupant agency requests to vacate the premises, the DGS agrees, subject to the terms and conditions of Government Code (GC) Section 14682 and to Section 2 above, to grant such vacancy provided the following terms and conditions are satisfied (hereinafter referred to as the Backfill Requirements):

- A. The occupant agency shall immediately submit a CRUISE request to the DGS AMB. The request must identify the reasons for such vacancy and the required move-out date. The DGS shall use reasonable efforts to secure a backfill agency to mitigate occupant agency's rental obligations.
- B. Prior to the procurement of a backfill agency, and continuing until such time as alterations to the vacated premises are substantially complete and/or ready for occupancy, and occupant agency has been noticed by the DGS of the cessation of its rental obligation, the occupant agency will remain solely responsible for the entire rental payment.
- C. Upon the DGS' securing of a backfill agency, hereinafter referred to as the Successive Agency, the occupant agency shall cooperate in good faith with the DGS and the Successive Agency, to vacate the premises in a timely manner for the purposes of constructing improvements and/or relocation to the premises by the Successive Agency. Nothing in this Section shall prevent the occupant agency from vacating the premises provided that it abides by all the terms and conditions of this Policy, including but not limited to the continued payment of rent.
- D. When all terms and conditions of this Section are satisfied, including the commencement of rent paid to the DGS from the Successive Agency for all of the premises, the DGS shall send a Relinquishment of the Space Assignment and the occupant agency shall be released from all of its obligations related thereto. Notwithstanding the foregoing, occupant agency can be released from a portion of its rental obligation for that portion of the premises which is occupied, and for which rent is being paid to the DGS, by the Successive Agency. However, in that event, all other terms and conditions of the Policy will remain in effect for the unoccupied portion of the premises.

5. EXPANDING, REDUCING OR RELOCATING WITHIN A PREMISES

In the event that the occupant agency requires expansion space, or should be required by the DGS to either reduce the size of the Space Assignment or relocate from said assigned space, the agency requiring such movement shall submit a CRUISE request to the DGS AMB, indicating the required dates of occupancy or vacation as the case may be, and identify the total square footage affected. Such expansion, reduction, or relocation shall be subject to the following:

- A. If the occupant agency desires to expand into premises assigned to another agency (and the DGS and the DOF approves of such expansion), the occupant agency shall be entitled to such premises (the "Expansion Premises"), and occupant agency is required to reimburse the displaced agency, unless otherwise prohibited pursuant to the DOF or other governing body or any document having jurisdiction, its associated Moving Expenses (as herein defined) under any of the following conditions:

- i) If the existing agency is required to relinquish all or a portion of the premises within the first five (5) years of its occupancy; and/or
- ii) If the existing agency is required to relinquish all or a portion of the premises with less than eighteen (18) months notice from the requesting party.

In the event that the above conditions are not in existence, the occupant agency shall have no obligation to reimburse the Moving Expenses of the existing agency of the Expansion Premises pursuant to this Policy.

Rent payable for the "Expansion Premises" shall be borne by the occupant agency from the period of time the existing agency vacates the space and the DGS shall amend the Space Assignment to reflect the new total square footage occupied by the occupant agency, regardless of whether or not the "Expansion Premises" are ready for occupancy by the occupant agency. Any required improvements to the "Expansion Premises" shall be paid to the DGS by occupant agency.

- B. In the event the occupant agency is required to relinquish all or a portion of the premises in favor of a Successive Occupant, the occupant agency shall be entitled to reimbursement by the Successive Occupant, unless otherwise prohibited by the DOF or other governing body or any document having jurisdiction, its associated Moving Expenses under any of the following conditions:

- i) If the occupant agency is required to relinquish all or a portion of the premises within first five (5) years of occupancy; and/ or
- ii) If the occupant agency is required to move or reduce the size of the premises with less than eighteen (18) months notice by the requesting party.

In the event that the above conditions are not in existence, the Successive Occupant shall have no obligation to reimburse the Moving Expenses of occupant agency pursuant to this paragraph.

Rent payable for the portion of the premises relinquished by occupant agency shall be borne by the Successive Occupant from the period of time occupant agency vacates the space. Upon occupant agency's vacation of the premises, the Space Assignment will be amended by the DGS (in the case of a partial vacancy) or relinquishment (in the case of a full vacancy) and the occupant agency's obligations related thereto shall cease.

For purposes of this Section, Moving Expense may include, but shall not be limited to, the following:

- costs for remaining balance of tenant improvements if any;
- cost to improve alternative space on a comparable basis;
- costs associated with the occupant agency's physical move into alternative space; including professional movers, payment of after-hours building services during move times;
- costs to procure new furniture, workstations, telephone and data lines;
- costs to replace equipment which may not be relocated from the premises to the alternative space and for which Lessee has already expended funds and cannot be reimbursed by the DOF;
- reasonable costs for administrative time of in-house staff to coordinate and/or plan for the move;
- costs associated with new space plans for alternative space;
- professional fees, including planners' fees and brokers' commissions that may be due and payable in connection with securing/designing alternative space.

6. CORRESPONDENCE

All correspondence relating to rent, Space Assignments, and change of address herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To: Department of General Services
Real Estate Services Division – Building and Property Management
Branch
Attn: BPM Liaison Manager
Street Address
City, State, Zip

ALL CORRESPONDENCE MUST REFERENCE OCCUPANT AGENCY AND PREMISES ADDRESS. The address to which correspondence shall be mailed may be changed by giving written notice to the other party.

7. SPACE PLANNING AND TENANT IMPROVEMENTS

The DGS or the Lessor shall coordinate all of occupant agency's space planning requirements for existing, or expansion space, including the preparation of space plans and working drawings and specifications in accordance with established State standards and occupant agency's requirements, the selection of materials to be purchased and/or installed in the premises in accordance with the Space Plan and the coordination of the construction of the improvements pursuant to the Space Plan. The costs of the space planning work shall be borne by occupant agency.

All improvements that are affixed to the premises shall, at the election of the DGS, remain the property of the Building.

It is also hereby understood and agreed that the DGS has the option to require occupant agency at its sole cost and expense to remove certain improvements which may be considered unique to occupant agency's program (e.g. vaults, modular workstations, etc.) and for which no alternative tenant could reasonably benefit. In the event that occupant agency removes any improvements affixed to the building's structure (e.g. exterior/interior walls, floors, ceilings, etc.), the affected surfaces shall be restored to a condition that matches existing adjacent areas.

8. EARLY OCCUPANCY

The DGS agrees that if the premises are ready for occupancy before prior agreed upon date, occupant agency may elect to occupy the premises on the earliest date practical after its receipt of a notice of completion. The rent payable for any such early occupancy by the occupant agency shall be as set forth in the Space Assignment.

9. CODE COMPLIANCE

Occupant agency shall maintain the premises so it conforms to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), the ADA, as well as regulations and orders of the State Fire Marshal. Failure to adjust the quarters to comply with local fire regulations or OSHA requirements, as appropriate, within the time prescribed by a citation or report may result in a monetary fine, and/or the DGS taking the initiative to correct the violation at the sole cost and expense of occupant agency.

10. ALTERATIONS AND BUILDING SAFETY PROVISION

In order to maintain the highest safety and construction levels within each sale/leaseback property, and for the protection of the occupant agency, other resident occupants, visitors to the building, and the State's property, the following language is included with regard to all alterations and improvements. After installation of the initial Tenant Improvements to the premises, occupant agency may at its sole cost and expense make subsequent alterations, additions, improvements and decorations to the premises (collectively, "Alterations") subject to the following:

- A. No modifications shall be made to buildings, or equipment which will exceed building design loads or exceed the capacities of electrical, mechanical, and protection systems. No modifications which adversely alter the performance of building systems, or which create safety and health hazards, as determined by the DGS, shall be made.
- B. Occupant agency submits such request via a CRUISE request to the DGS AMB for its approval. The Lessor or the DGS will prepare and/or approve the plan.

- C. Such Alterations may not affect any area outside of the premises, or affect the Building's structure, equipment, services or systems, or the proper functioning thereof, or the DGS' access or other occupants' access thereto. Such Alterations also may not affect the outside appearance, character or use of the Building or the Common Areas, nor violate or require a change in any occupancy certificate applicable to the premises and/or Building.
- D. The Alterations are constructed in a good and workmanlike manner using contractors approved by the Lessor or the DGS (if required).
- E. The Alterations are in accordance with the plans, specifications and working drawings approved by the Lessor or the DGS and in compliance with all rules, regulations, and orders now or hereafter in effect and with any authorities having jurisdiction over the Alterations.
- F. The Alterations are constructed in such a manner so as not to interfere unreasonably with the occupancy of any other tenant in the building, nor impose any additional expense in the maintenance and operation of the building.
- G. Any Alterations shall, at the election of the Lessor or the DGS, be constructed by the Lessor or the DGS or its contractor, provided the occupant agency reimburses the Lessor or the DGS the actual cost of such Alterations.

11. BUILDING PROTECTION

The DGS will provide standard protection services by:

- A. Coordinating a comprehensive Occupant Emergency Program. The degree of protection beyond standard levels required by the nature of an agency's activities or by unusual public reaction to an agency's programs will be determined jointly by the DGS and the occupant agency. Special protection will be provided on a reimbursable basis. The level of special protection will be determined on a facility-by-facility basis. In such determinations, the DGS and occupant agencies will consider:
 - i) The characteristics of the facility, including size, configuration, exterior lighting, and presence of physical barriers;
 - ii) The location of the facility and the history of criminal or disruptive incidents in the surrounding neighborhoods;
 - iii) The reimbursable funding and resources available to occupant tenant for provision of protective service and Tenant agency's mission.
- B. Occupants of facilities under the custody and control of the DGS shall:
 - i) Cooperate to the fullest extent with all pertinent facility procedures and regulations; and

- ii) Provide training to employees regarding protection and responses to emergency situations.

12. ACCIDENT AND FIRE PREVENTION

- A. Each occupant agency shall maintain a neat and orderly facility to minimize the risk of accidental injuries and fires. All exits, accesses to exits, and accesses to emergency equipment shall be kept clear at all times.
- B. Hazardous, explosive or combustible materials shall not be brought into buildings unless authorized by appropriate agency officials and by the DGS and/or Lessor and unless protective arrangements determined necessary by the Lessor have been provided.
- C. Occupant agencies shall cooperate with the DGS and Lessor to develop and maintain fire prevention programs. Such programs shall ensure the maximum safety of the occupants by:
 - i) Training employees to use protective equipment and educating employees to take appropriate fire safety precautions in their work, including participating in at least one fire drill each year, and
 - ii) Ensuring that facilities are kept in the safest condition practicable, and conducting periodic inspections.
- D. Accidents resulting from building system, building structure, tenant improvement or maintenance deficiencies that involve personal injury or property damage in the DGS assigned space will be reported immediately to the DGS.
- E. Each occupant agency shall appoint a safety, health and fire protection liaison to represent the occupant agency with the DGS.

13. CORRECTION OF HAZARDOUS CONDITIONS

- A. Lessor is responsible for correcting hazards associated with the condition of the space it assigns, including hazards related to building features, fixtures, and systems. The Lessor is also responsible for correcting hazards in common, joint, and public use spaces. Occupant agencies are responsible for correcting hazards associated with their use of assigned space, including those related to the operation of their program equipment.
- B. Hazardous conditions within the occupant agency's responsibility to correct shall be corrected within 30 workdays when possible. Imminently dangerous conditions shall be corrected immediately upon their discovery. If more than 30 workdays are required for correction, an abatement plan shall be prepared. Corrective alteration measures may be undertaken by the DGS or the Lessor and occupant agency shall be required to reimburse the DGS or the Lessor for all costs associated with the corrective actions.

- C. Conditions within DGS' responsibility to correct shall be identified, documented and presented to the DGS. Imminently dangerous conditions shall be corrected immediately upon their discovery. When an imminently dangerous condition exists, this report shall be made by telephone, with a written report submitted as soon as practicable thereafter. Upon receipt of a properly documented report of hazardous conditions, the DGS will promptly investigate, determine a plan to resolve the problems, and inform the occupant agency.

14. EMERGENCY EVACUATION PROCEDURES

The decision to activate the Occupant Evacuations shall be made by the Tenant Agency Safety Coordinator or Designated Official, or by the designated alternate official. Decisions to activate shall be based upon the best available information, including an understanding of local tensions, the sensitivity of target agency(ies), and previous experience with similar situations. Advice shall be solicited, when possible, from the DGS BPM LM, from the appropriate State Protective Service official, and from federal, State, and local law enforcement agencies.

- A. When there is immediate danger to persons or property, such as fire, explosion, or the discovery of an explosive device (not including a bomb threat), occupants shall be evacuated or relocated in accordance with the plan without consultation. This shall be accomplished by sounding the fire alarm system or by other appropriate means.
- B. When there is advance notice of an emergency, the Designated Official shall initiate appropriate action according to the Occupancy Emergency Program cited in Paragraph 11.B above.
- C. After normal duty hours, the senior State official present shall represent the Designated Official or his/her alternates and shall initiate action to cope with emergencies in accordance with the Occupancy Emergency Program.

15. PARKING

In addition to any assigned parking spaces, occupant agency and its invitees shall have the non-exclusive right to use common spaces provided to all occupants, invited guests, and/or the public on a first-come, first-served basis, subject to the terms and conditions of any transportation mitigation programs in effect during the term hereof. Occupant agency shall cooperate with the Lessor to ensure its invited guests and employees abide by the Parking Rules and Regulations established for the Building, as may be modified from time to time.

16. SERVICES, UTILITIES, AND SUPPLIES

The following standards for utilities and services are in effect for the premises and common areas of the Building. Collectively, these are referred to as the Building Services. All Building Services, as specified in the lease document, are provided at no additional cost to the occupant agency with the exception of electric, gas, and steam. The DGS reserves the right to adopt nondiscriminatory modifications and

additions/deletions thereto. Such services shall be subject to the provisions of the Lease, SAM, and all other governing bodies (i.e. DOF, Legislature, etc.), directives, mandates or the like having jurisdiction hereof.

- A. Elevator Facilities: Non-attended automatic elevator facilities.
- B. HVAC: Services shall be provided during normal Building Hours, except holidays. Thermostats within the building will be programmed within limits established for energy conservation by the State of California. Upon occupant agency's written request, and provided such requests are deemed reasonable, the DGS shall provide supplemental HVAC to the occupant agency for the hours/days requested at the rate established by each building (subject to periodic review and adjustment) and occupant agency shall be required to pay for any additional charges or fees. Any supplemental heating or cooling units required by the occupant agency for its special equipment (i.e. computer rooms) shall be provided and/or paid by the occupant agency at its sole cost and expense and installed only upon approval of the DGS.
- C. Electricity: In such amounts seven days a week, 24 hours a day, to power occupant agency's standard office machines, personal computers, and word processing equipment (subject to such utilities general availability).
- D. Lighting: Overhead and emergency lighting, including the replacement of building standard lighting on an as-needed basis, shall be replaced by the Lessor.
- E. Specialized Lighting: Supplies necessary for Tenant's modular furniture, or other unique lighting supplies, shall be replaced by the Lessor and the Lessor shall be reimbursed by occupant agency.
- F. Water: Made available in the public areas for drinking, private kitchens, break rooms, and bathrooms as needed.
- G. Janitorial Service: Furnish all services and supplies necessary to clean the premises and common areas of the Building pursuant to normal Building levels of services as may be established from time to time.

17. REPAIR AND MAINTENANCE

During the term of the Space Assignment, the Lessor shall maintain the premises in good repair and tenantable condition subject to the terms of this Policy so as to minimize breakdowns and loss of the occupant agency's use of the premises caused by deferred or inadequate maintenance, including, but not limited to: general maintenance of the Building's structure, the common areas and premises, including all appurtenances installed by the Lessor thereto; preventative maintenance of all systems in accordance with manufacturer's specifications; maintaining landscaped areas and walkways; and minor remedial repairs to painted,

carpeted and tiled surfaces. Occupant agency in turn shall use its best efforts to ensure that its employees, guests, contractors and the like cooperate with the Lessor's maintenance program and do not cause such damage, other than normal wear and tear, that would increase the extent of repairs and/or associated costs required to the Building, the premises and the common areas.

18. SIGNAGE

The DGS will designate the location, quantity, type, size, and design of signage for building occupants to be installed on the Building, the premises and/or the Common Areas. Occupant agency shall submit its request detailing its signage requirements to the DGS. At the DGS' election, such signage may be fabricated and/or installed by the DGS or its approved contractor, and occupant agency shall reimburse all associated costs therewith.

19. GENERAL RULES

- A. Posting or affixing materials, such as pamphlets, handbills, or flyers on bulletin boards or elsewhere on the sale/leaseback property, and distributing of such materials are prohibited unless conducted as part of authorized State activities, or approval has been obtained by permit from the DGS.
- B. Dogs and other animals, except seeing eye dogs, other guide dogs, and animals used to guide or assist persons with disabilities, shall not be brought upon property for other than official purposes.
- C. Prior written approval from the DGS BPM LM is required to reserve public spaces for any temporary or occasional use or event, State-sponsored or otherwise.
- D. The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a building or the climbing upon statues, fountains, or any part of the building is prohibited.
- E. Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of a CHP officer and other authorized individuals.
- F. Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise or a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

20. ASSIGNMENT AND SUBLETTING

The occupant agency shall not reassign or sublet space without prior written consent of the DGS, which shall not be unreasonably withheld. Occupant agency shall be responsible for the rental payment continuously and without interruption until such time as superseded by another Space Assignment.

21. QUIET POSSESSION

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

22. INSPECTION

The DGS reserves the right to enter and inspect the premises at reasonable times and to render services and make any necessary repairs to the premises.

23. SURRENDER OF POSSESSION

Upon termination or expiration of a Space Assignment, the occupant agency will surrender to the DGS the premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which occupant agency has no control or for which the DGS may be responsible pursuant to this Policy.

24. DISPUTE RESOLUTION

Any dispute regarding either parties' obligations and/or performance under the terms of this Policy that is not disposed of within a reasonable period of time by the DGS and occupant agency representative shall be brought to the attention of the DGS and occupant agency's Contract Administrators (or designated representative) for joint resolution. At the request of either party, a forum for discussion of the disputed item(s) will be held with high-level management personnel. Both parties agree to act in good faith in resolving any performance dispute. If consensus cannot be reached through the application of high-level management personnel, such unresolved disputes shall be referred to each respective Director, or his/her designee, to work together to reach mutual agreement.