



FOR YOUR HEALTH

A G E N D A

525 Veterans Blvd.
Redwood City, CA 94063
650-421-2155 Phone
650-421-2159 Fax

SEQUOIA HEALTHCARE DISTRICT
BOD AND STAFF STRATEGIC PLANNING MEETING
9:00 AM, Thursday, February 10, 2022
Conference Room, 525 Veterans Boulevard
Redwood City, CA 94063

This meeting will be held in-person with public access available via teleconference. Please use the following Zoom link to attend the meeting <https://us02web.zoom.us/j/83174595427> or dial in from your cellphone to [\(669\) 900-9128](tel:6699009128) and enter meeting ID: [831 7459 5427](https://us02web.zoom.us/j/83174595427). Additional information regarding the meeting can be located at our website: www.seqhd.org

1. Call To Order And Roll Call
 2. Public Comment On Non-Agenda Items*
 3. New Business
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| ACTION | a. Approval Of One Life Counseling Center Lease Agreement | 9:05 - 9:10 |
| | b. Board Study Session for Purpose of Strategic Planning 2022-2025 | 9:10 - 1:00 |
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| ACTION | 4. Adjourn to Closed Session For The Purpose Of:
Under Government Code Sections 54957 and 54957.6 for the following purposes: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (54957) Title: Chief Executive Officer of Sequoia Healthcare District. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) Agency Designated Representative: Jerry Shefren, Board President & Arthur Faro, Vice President, Unrepresented Employee: Chief Executive Officer, Sequoia Healthcare District |
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| ACTION | 5. Reconvene To Open Session: Announce Any Reportable Action Taken In Closed Session. |
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| ACTION | 6. Adjourn
The Next Regular Meeting Of The Board Of Directors Of Sequoia Healthcare District Is Scheduled For 4:30 PM, Wednesday, April 6, 2022, District Conference Room, 525 Veterans Blvd., Redwood City, CA 94063 |
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Jerry Shefren, MD
Board President

*Public comment will be taken for each agenda item prior to the board's consideration on that item.

Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District office, 525 Veterans Blvd., Redwood City, CA, during normal business hours. Please telephone 650-421-2155 ext 201 to arrange an appointment.

If you are an individual with a disability and need an accommodation to participate in this meeting, please contact Sequoia Healthcare District at least 48-hours in advance at 650-421-2155 ext 201.

RETREAT SUMMARY (SYLLABUS)

Title of Training: SMARTIE Target Goals for Sequoia Healthcare District

Trainer(s): Rafael Avendaño, Elisa Chavez, Avery Muniz

Training Date: 2/10/21

Time (start-end): 9-1pm with a lunch break

Location (city): In person

Agency/Program: Redwood City Together

Training Length: 4.0 hrs.

Curriculum Development Hours: 13

RETREAT SUMMARY & OBJECTIVES

Training Summary:

A SMARTIE Target is a useful, tool for setting goals that can help you reach goals in an inclusive and equitable way. Learning this methodology can give you a way to explain efforts and goals through both a qualitative and quantitative lens.

The Retreat for Sequoia Healthcare will focus on refining and calibrating the current 9 organizational goals and potentially replace them with 5 new strategic, inclusive, equitable and timebound goals for the development of the District's next three-year strategic plan that will guide all district activities and investments from July 2022 through June 2025.

Reference topic themes of the training will include:

- SMARTIE Metrics
- Indicators and outcomes
- Goals
- Inclusive
- Innovative
- Risks
- Equitable
- Case studies

Retreat Objectives: *In the form of at least 3 bullet points* (what knowledge, ideas or skills will participants explore, learn, practice, etc. during the training)

- SMARTIE target training will aid your strategic planning and goal setting to best support and refine the districts five goals for 2022-2025
- Participants will learn how to create SMARTIE target goals
- Participants will learn inclusive ways to refine strategic goals and add language to support systems transformation for the SHD.

How can participants utilize their new skills and knowledge after the training to reinforce their learning?

In the form of at least 2 bullet points

- Participants can establish SMARTIE Target goals to best carry out the purpose of the Sequoia Healthcare District and the taxpayers of the district in an equitable movement.
- Participants will learn how to best evaluate their efforts and use evaluations for continuous improvement

SHD Retreat Team Meeting Agenda

Lead	Agenda Item	Background	Time
Pamela	Opening and Roll Call		9-9:10am
Pamela	Budget Review and Current Financial Commitments		9:10-9:20am
Pamela and Jenny	Review of current health Data - Demographics and Health Indicators	<ul style="list-style-type: none"> • SHD team will share the data governing our community needs 	9:20-9:50am
Rafael	Strategy Methods and Case Studies	<ul style="list-style-type: none"> • Equity • Systems transformation • Case Studies • SMARTIE Methods 	9:50-10:05am
Break			10:05-10:15am
Pamela and Jenny	SHD Proposed Strategic Goals 2022-2025	<ul style="list-style-type: none"> • Memo on strategy for SHD • Timeline and intent 	10:15-10:45am
Group exercise	Applying SMARTIE Language to Strategic Goals	<ul style="list-style-type: none"> • Refinement of five strategic goals with language 	10:45-11:30am
Lunch			11:30-12pm
Team	Strategic Goals Part 2	<ul style="list-style-type: none"> • Refinement on timeline 	12:00-12:30pm
Rafael and Pamela	Next Steps		12:40-12:50pm
Team	Moment of Gratitude and Adjourn		12:50-1:00pm

Works Cited:

1. Duncan-Andrade, (2010) Jeffrey M.R. What a Coach Can Teach a Teacher. Peter Lang Publishing.
2. Yosso, T. J (2006). Critical Race Counterstories Along the Chicano/Chicana Pipeline. New York: Taylor and Francis Group
3. Freire, P. 1972. 1994. Pedagogy of hope. New York: Continuum.
4. SMARTIE Target goals, Idealist.org

SUMMARY OF BASIC LEASE INFORMATION

The undersigned hereby agree to the following terms of this Summary of Basic Lease Information (the "**Summary**"). This Summary is hereby incorporated into and made a part of the attached Office Lease (this Summary and the Office Lease to be known collectively as the "**Lease**") which pertains to the office building which is located at 525 Veterans Blvd., Redwood City, California. Each reference in the Office Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Office Lease, the terms of the Office Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Office Lease.

<u>TERMS OF LEASE</u>	<u>DESCRIPTION</u>	
(a) Date:	February 1, 2022	
(b) Landlord:	Sequoia Healthcare District	
(c) Address of Landlord (Paragraph 8):	525 Veterans Blvd. Redwood City, CA 94063	
(d) Tenant:	One Life Counseling Services	
(e) Address of Tenant (Paragraph 8):	525 Veterans Boulevard, Suite 102 Redwood City, CA 94063	
(f) Premises (Paragraph 1):	Offices "A", "C," "D," "E," "F," and associated reception, kitchen and work areas in suite 102.	
(g) Building (Paragraph 1):	525 Veterans Blvd., Redwood City, California. Total square footage of Building: 5,174	
(h) Term (Paragraph 2):		
(i) Early Possession Date:	February 1, 2022	
(ii) Lease Commencement Date:	February 15, 2022	
(iii) Lease Expiration Date:	30 days after written request by Tenant or Landlord to vacate premises	
(iv) Early Termination Right	After February 1, 2022 (Paragraph 2.2)	
(i) [Intentionally Left Blank]		
(j) Monthly Basic Rent (Paragraph 4):	Months 1 through 12:	\$300

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| (k) | Use of Conference and Classrooms | Includes right to use Landlord's conference room and classroom pursuant to Paragraph 1.5 and Rules and Regulations |
| (l) | [Intentionally Left Blank] | |
| (m) | Prepaid Rent (Paragraph 4.1): | \$0.00 |
| (n) | Operating Expenses: | \$500 toward utilities and refuse expenses, as provided in Section 16. |
| (o) | Security Deposit (Paragraph 5): | \$0 |
| (p) | Broker (Paragraph 8): | Tenant's Broker: None
Landlord's Broker: None |
| (q) | Parking Spaces
(Paragraph 1.4): | Reasonable use of uncovered parking spaces in rear lot (undesignated) |

The foregoing terms of this Summary are agreed to by Landlord and Tenant.

LANDLORD:

Sequoia Healthcare District

By: _____

Its: _____

TENANT:

One Life Counseling Services, a California
501 (c) (3) non-profit organization

By: _____

Its: _____

Date: _____

Phone number: _____

OFFICE LEASE

THIS LEASE, dated February 15, 2022 for purposes of reference only, is made and entered into by and between Sequoia Healthcare District (“**Landlord**”) and One Life Counseling Services, a California 501 (c) (3) non-profit organization (“**Tenant**”).

1. Premises and Common Areas Leased.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, preserving to Landlord those rights described in Section 1.3 below and subject to those rules and regulations attached hereto as Exhibit B, and such additional reasonable rules and regulations as Landlord may deliver to Tenant from time to time. The real property on which the Building is located is referred to herein as the “Site”.

1.2 Tenant also shall have the nonexclusive right to use in common with other tenants in the Building the following areas ("**Common Areas**") appurtenant to the Premises:

- (a) The common entrances, lobbies, restrooms, elevators, stairways and access ways and any passageways and service ways thereto;
- (b) The sidewalks, walkways, parkways, and driveways appurtenant to the Building;
- (c) The kitchen area on the south side of the Building; and,
- (d) The Board conference room and the classroom maintained by

Landlord.

1.3 Landlord reserves the right from time to time so long as reasonable access to the Premises remains available:

- (a) To remove, install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises, and to expand the Building; provided that Landlord shall use commercially reasonable efforts to insure that any such installation, use, maintenance, repair or replacement that is conducted on the Premises does not unreasonably interfere with Tenant's use or quiet enjoyment of the Premises;
- (b) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, ingress, egress, direction of traffic and walkways;

(c) To close temporarily any of the Common Areas for maintenance purposes;

(d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building, or any portion thereof; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Site, Common Areas and Building as Landlord may, in the exercise of Landlord's business judgment, deem to be appropriate.

During the Term, Tenant shall have the right to use up to that number of parking spaces located in the Building as set forth in Paragraph (q) of the Summary on a non-exclusive or exclusive basis, as indicated. Tenant's use of the parking spaces shall be controlled by the terms and conditions of this Lease and such rules and regulations as Landlord may promulgate from time to time, and such other instructions as Tenant may receive from Landlord with respect to use of the parking spaces. Notwithstanding anything to the contrary herein, Landlord hereby acknowledges and consents to permitting Tenant to have three (3) Saturday or Sunday events per year in the Common Areas including the Shredathon events and the job fair in the parking lot at no cost to Tenant on mutually agreeable dates. Tenant shall defend, indemnify and hold Landlord harmless from and against all liabilities, fines, claims, damages, actions, costs and expenses of any kind including without limitation, attorney's fees and costs, relating to or arising out of any act or omission by Tenant or its invitees while engaged in the Shredathon or job fair. Tenant hereby waives any and all claims against Landlord for damage or destruction of goods, merchandise or any of the invitees in, upon or about the Premises from any cause whatsoever. Tenant shall maintain insurance by a company authorized to do business in California, in a minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damage liabilities. Said insurance and certificate shall (i) name Landlord as an insured hereunder; (ii) provide that it shall not be cancelled or modified unless thirty (30) days prior written notice shall have been provided to Landlord; (iii) provide that coverage is primary and noncontributing with any insurance carried by Landlord; and (iv) Tenant shall provide Landlord with an additional insured endorsement prior to commencing these activities. Tenant agrees to comply with all laws, statutes and regulations of all governmental authorities. Tenant shall provide, at its sole cost and expense, adequate supervision and security with respect to the activities contemplated herein. Following the completion of said activities, Tenant shall restore the Property to broom clean condition and to the condition as it existed before use began for the Shredathon and/or job fair,

At no cost to Tenant, Tenant shall be permitted to occupy on a first come first served basis no more than twenty five (25) parking spots commencing after 7:00 pm for meetings one to two times per week.

1.5 Tenant shall have the right, at no additional cost, during the Term, so long as Tenant is not in default of the Lease beyond any applicable notice and cure period, to use Landlord's conference room and classroom subject to availability and approval by Landlord, upon at least 24 hours advance written notice.

1.6 Tenant's employees and other personnel shall use the Building's rear entrance for access to the Premises and minimize use of Landlord's portion of Premises and reception area provided that Tenant may have visitors arrive and depart through the reception area. Tenant shall not require employees of Landlord to announce or direct Tenant's visitors.

2. Term.

2.1 The term of this Lease ("**Term**") shall be for the period designated in the Summary, and shall commence on the Lease Commencement Date and end on the Lease Expiration Date set forth in the Summary.

2.2 At any time during the first year of the Term, Tenant shall have the right to terminate the Lease before the Lease Expiration Date. The termination right shall be exercised by giving a written notice to Landlord stating the intended termination date, which shall be at least 30 calendar days after service of the notice, and the payment of an early termination fee shall be waived. Tenant shall continue to pay Basic Rent and any other charges during the period between the notice and the termination date. Upon receipt of the notice, landlord may begin to list and show the Premises to prospective tenants, if desired. Landlord shall have the right to terminate the Lease prior to the lease Expiration Date by giving Tenant at least 30 days written notice.

3. Possession. Landlord shall use its commercially reasonable efforts to deliver possession of the Premises to Tenant by the Commencement Date. If, despite said efforts, Landlord is unable to deliver possession by such date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Tenant shall not however be obligated to pay rent and all additional rent including operating expenses or perform its other obligations until Landlord delivers possession of the Premises. If possession is not delivered within thirty (30) days after the Commencement Date, Tenant may at its option cancel this Lease with ten (10) days' written notice. Landlord and Tenant agree that these terms are reasonable in view of all circumstances existing as of the date of this Lease, and that the actual damages as of the date of this Lease would be impractical and extremely difficult to determine.

3.1 Early Possession. Tenant shall be provided early possession of the Premises on February 1, 2022. Any grant of early possession only conveys a non-exclusive right to occupy the Premises. While Tenant is in early possession, any obligation to pay rent and/or operating expenses is abated for the period of such early possession.

4. Monthly Basic Rent/Rent Increases.

4.1 Tenant agrees to pay to Landlord as Monthly Basic Rent for the Premises the Monthly Basic Rent designated in the Summary for each respective period ("**Monthly Basic Rent**"), each in advance on the first day of each and every calendar month during said Term. In the event the Term of this Lease starts or ends on a day other than the first

or last day of a calendar month, then the rental for such period shall be prorated in the proportion that the number of days this Lease is in effect during such period bears to thirty (30), and such rental shall be paid at the commencement of such period. Monthly Basic Rent and all additional rent including, without limitation Operating Rent, shall be paid to Landlord, without any prior demand therefor and without any deduction or offset whatsoever in lawful money of the United States of America, at the address of Landlord designated in Paragraph (c) of the Summary or to such other person or at such other place as Landlord may from time to time designate in writing. Further, all charges to be paid by Tenant hereunder, including, without limitation, payments for repairs and other costs and expenses shall be considered additional rent for the purposes of this Lease, and the word "rent" in this Lease shall include such additional rent as well as Monthly Basic Rent, and Operating Rent unless the context specifically or clearly implies that only Monthly Basic Rent, and/or Operating Rent is referenced.

All payments received by Landlord from Tenant shall be applied to the oldest payment obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing or on a check or money order, shall modify this clause or have any force or effect.

5. Security Deposit.

5.1 Upon execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount specified in Paragraph (o) of the Summary to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof. If at any time during the Term of this Lease any item constituting rent as provided herein, shall be overdue or in the event of the failure of Tenant to keep and perform any term, covenant or condition of this Lease to be kept or performed by Tenant, then Landlord may, at the sole option of Landlord, but without any requirement to do so, appropriate and apply any portion of the deposit provided pursuant to this Paragraph 6 to payment of such overdue rent or other sum. In the event that all or any portion of the deposit is appropriated and applied by Landlord to overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon written demand of Landlord, promptly remit to Landlord a sufficient amount in cash to restore such deposit to the original sum provided in this Paragraph. Within fifteen (15) days upon expiration of the Term, or earlier termination of this Lease, Landlord shall pay to Tenant any portion of the deposit provided for herein, which has not been appropriated or applied by Landlord in accordance with the provisions of this Paragraph. No interest shall be paid on the deposit provided for in this Paragraph by Landlord to Tenant, and Landlord shall not be obligated to maintain the deposit provided herein separate or apart from any other funds of Landlord. Tenant waives the provisions of California Civil Code Section 1950.7 and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damages caused by Tenant, or to clean the Premises.

6. Use.

6.1 Tenant shall use the Premises for counseling, general office purposes and purposes incident thereto, including without limitation, workshops, trainings, and board meetings, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant shall not use or occupy the Premises in violation of any recorded covenants, conditions and restrictions affecting the Site or of any law or of the Certificate of Occupancy issued for the Building. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Building. Tenant shall not use or allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not place a load upon the Premises exceeding the average pounds of live load per square foot of floor area specified for the Building by Landlord's architect, with the partitions to be considered a part of the live load.

6.2 Except for the normal and proper use and storage of typical cleaning fluids and solutions, and office equipment and general and medical office supplies (such as copier toner) and bio-hazardous waste commonly generated in connection with medical office use, in amounts commensurate with Tenant's use and occupancy of the Premises, Tenant shall not use, introduce to the Premises, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises or transport to or from the Premises any Hazardous Material (as defined below) or allow its employees, agents, contractors, invitees or any other person or entity to do so. Tenant warrants that it shall not make any use of the Premises which may cause contamination of the soil, the subsoil or ground water. Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of any and all federal, state or local laws, ordinances, rules or regulations pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises. Tenant shall give immediate written notice to Landlord of (i) any action, proceeding or inquiry by any governmental authority or any third party with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property or (ii) any spill, release or discharge of Hazardous Materials that occurs with respect to the Premises or Tenant's operations.

(i) Tenant shall indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns (collectively "**Landlord**") from and against any and all claims arising from Tenant's use of the Premises in violation of this section. The indemnity shall include all costs, fines, penalties, judgments, losses, attorney's fees, expenses and liabilities incurred by Landlord for any such claim or any action or proceeding brought thereon including, without limitation, (a) all foreseeable consequential damages including without limitation loss of rental income and diminution in property value; and (b) the costs of any cleanup, detoxification or other ameliorative work of any kind or nature required by any governmental agency having jurisdiction thereof, including without limitation all costs of monitoring and all fees and expenses of consultants and experts retained by Landlord. This indemnity shall survive the expiration or termination of this Lease. In any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord if Landlord does not elect to retain

separate counsel, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

(ii) As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, the California Water Resources Control Board, the Regional Water Quality Control Board, San Francisco Bay Region, the California Air Resources Board, CAL/OSHA Standards Board, Division of Occupational Safety and Health, the California Department of Food and Agriculture, the California Department of Health Services, and any federal agencies that have overlapping jurisdiction with such California agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

7. Notices. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery, mail, or by recognized overnight courier. If notice is given by personal delivery, such notice shall be deemed to be given upon delivery, if notice is given by registered or certified mail addressed to Tenant at the Building or to Landlord at both of the addresses designated in the Summary, then such notice shall be deemed given three (3) business days following deposit in the U.S. mail, postage prepaid, addressed to Tenant at the Building or to Landlord at both of the addresses designated in the Summary and if given by overnight courier shall be deemed given the next business day following delivery to the courier, charges prepaid, address as stated above. Either party may by written notice to the other specify a different address for notice purposes except that Landlord may in any event use the Premises as Tenant's address for notice purposes. If more than one person or entity constitutes the "Tenant" under this Lease, service of any notice upon any one of said persons or entities shall be deemed as service upon all of said persons or entities.

8. Brokers. The parties recognize that the brokers who negotiated this Lease are the brokers whose names are stated in Paragraph (p) of the Summary. Tenant shall be responsible for paying any commissions or fees due to Tenant's broker and any other broker employed by Tenant. Any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Tenant shall hold Landlord harmless from all damages and indemnify Landlord for all said damages paid or incurred by Landlord resulting from any claims that may be asserted against Landlord by any broker, agent or finder who has, or has claimed to have, rendered services to Tenant undisclosed by Tenant herein. Landlord shall hold Tenant harmless from all damages and indemnify Tenant for all said damages paid or incurred by Tenant resulting from any claims that may be asserted against Tenant by any broker, agent or finder who has, or has claimed to have, rendered services to Landlord undisclosed by Landlord herein.

9. Holding Over. If Tenant holds over after the expiration or earlier termination of the Term hereof, Tenant shall become a tenant at sufferance only, at a rental rate equal to

one hundred fifty percent (150%) of the Monthly Basic Rent which would be applicable to the Premises upon the date of such expiration (subject to adjustment as provided herein and prorated on a daily basis) during the pendency of such holdover, and otherwise subject to the terms, covenants and conditions herein specified. If Tenant fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability arising out of such failure.

10. Taxes on Tenant's Property. Tenant shall be liable for and shall pay before delinquency, taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises.

11. Condition of Premises.

11.1

Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty of any kind whatsoever with respect to the Premises or the Building or with respect to the suitability of either for the conduct of Tenant's business. Tenant acknowledges and agrees that Tenant is relying solely upon Tenant's own inspection of the Premises, and Tenant is not relying on any representation or warranty from the Landlord regarding the Premises or the Building, except as specifically set forth in this Lease. Landlord shall have no obligation to perform or conduct any repairs or improvements to the Premises. Tenant accepts the condition of the Premises "as is." Notwithstanding anything to the contrary herein, Landlord shall deliver the Premises broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever occurs first ("Start Date") and warrants that the existing electrical, plumbing, fire sprinkler, lighting, and heating, ventilating and air conditioning systems ("HVAC") shall be in good operating condition. If non-compliance with said warranty exists as of the Start Date, or if one of such systems should malfunction or fail within the appropriate warranty period, Landlord, at its sole obligation without reimbursement from Tenant, except as otherwise provided in this Lease, promptly after written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Landlord's sole cost. The warranty period shall be as follows: i) 6 months as to HVAC systems; and ii) 30 days as to the remaining systems and other elements of the Building. If Tenant does not give Landlord the required notice within the appropriate warranty period, correction of such non-compliance, malfunction or failure shall be the obligation of the Tenant at Tenant's sole cost and expense.

11.2 As of the date of this Lease, the Premises and Building have not been inspected by a Certified Access Specialist ("CASp"). A CASp can inspect the Building and 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, the commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp of the 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 or alterations necessary to correct any violations of construction-related accessibility standards within the Premises.

12. Alterations. With Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant may, at any time and from time to time during the Term of this Lease, at its sole cost and expense, make non-structural alterations, additions, installations, substitutions, improvements and decorations that do not affect the building systems (hereinafter collectively called "**Changes**" and individually, a "**Change**") in and to the Premises.

12.1 Before proceeding with any Change (exclusive only of changes to items constituting Tenant's personal property), Tenant shall submit to Landlord plans and specifications for the work to be done, which shall in all cases require Landlord's prior written approval, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change for which approval has been received shall be performed strictly in accordance with the approved plans and specifications, and no amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

12.2 Tenant's contractors shall obtain on behalf of Tenant and at Tenant's sole cost and expense, all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Changes and for final approval thereof upon completion. In the event Tenant shall request any changes in the work to be performed after the submission of the plans referred to in this Paragraph 12, such additional changes shall be subject to the same approvals and notices as the changes initially submitted by Tenant.

12.3 All Changes and the performance thereof shall at all times comply with all laws, rules, orders, ordinances, regulations of all governmental authorities and in compliance therewith and in good and first class workmanlike manner, using materials and equipment at least equal in quality and class to the installations of the Building. Changes shall be performed in such manner as not to unreasonably interfere with the occupancy of any other tenant in the Building. Throughout the performance of Changes, Tenant, at its expense, shall carry, or cause to be carried, workmen's compensation insurance in statutory limits, and general liability insurance for any occurrence in or about the Building, of which Landlord and its managing agent shall be named as parties insured, in such limits as Landlord may commercially reasonably prescribe, with insurers reasonably satisfactory to Landlord all in compliance with Paragraph 19.1 . Notwithstanding any provision of this Lease to the contrary, in no event shall Landlord be required to undertake any alteration or any improvements of any kind whatsoever in connection with the Premises or the Building as a result of or in connection with any Changes being made by Tenant and specifically, but without limitation, Landlord shall not be required to make any improvements or alteration of any kind whatsoever in order to comply with any applicable laws, orders, ordinances, regulations or building codes which may be required in connection with Changes being made by Tenant.

12.4 Tenant further covenants and agrees that any mechanic's lien filed against the Premises or against the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within thirty (30) days after the filing thereof, at the cost and expense of Tenant.

12.5 All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term provided Tenant is not in default hereunder beyond any applicable notice and cure period, and provided further that Tenant shall repair any damage caused by such removal. If Tenant shall fail to remove all of its effects from said Premises upon termination of this Lease for any cause whatsoever, Landlord may, at its option, remove the same in any manner that Landlord shall choose, and store said effects without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord upon demand any and all reasonable expenses incurred in such removal, including court costs and attorneys' fees and storage charges on such effects for any length of time that the same shall be in Landlord's possession or Landlord may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as Landlord may obtain and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord and upon the expense incident to the removal and sale of said effects.

12.6 At the date upon which the Term of this Lease shall end, Tenant shall on Landlord's written request restore the Premises to their condition prior to the making of any Changes permitted by this Paragraph, reasonable wear and tear excepted. If Tenant fails to complete the restoration before end of the Term; Landlord requesting the restoration, Landlord may complete the restoration and charge the reasonable cost of the restoration to Tenant. This provision shall not apply to any Change which was approved by Landlord, unless Landlord, at the time such approval is granted, specifically states that Landlord will require the Change to be reversed and the Premises restored.

13. Repairs.

13.1 Subject to Paragraph 11.1, Tenant accepts the Premises as being in good and sanitary order, condition and repair. Tenant shall, when and if needed, at Tenant's sole cost and expense, maintain and make all repairs to the Premises and every part thereof, to keep, maintain and preserve the Premises in good condition, excepting ordinary wear and tear, excluding the roof, roof drainage system, slab, foundation, exterior shell and other structural portions of the leased Premises.

13.2 Anything contained in Paragraph 13.1 above to the contrary notwithstanding, Landlord shall repair and maintain in good condition the Common Areas and structural portions of the Building, including without limitation, foundation, slab and roof, and the basic plumbing, heating, ventilating, air conditioning and electrical systems installed or furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault of or omission of any duty of Tenant,

its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord as additional rent, the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs, or to perform any maintenance, unless such failure shall persist for thirty (30) days after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Paragraph 20 hereof there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives the provisions of California Civil Code Sections 1932(1), 1941 and 1942 and of any similar law, statute or ordinance now or hereafter in effect.

14. [Intentionally Omitted].

15. Entry by Landlord. Subject to Landlord's agreement to use reasonable efforts to minimize any disturbance of Tenant's use of the Premises by exercise of the following rights, Landlord reserves and shall at any and all reasonable times (except in the case of emergency) have the right to enter the Premises, with 24 hours written notice, to inspect the same, to submit said Premises to prospective purchasers or mortgagors/lenders or, during the last twelve (12) months of the Term of this Lease or after the giving of notice of early termination, to prospective tenants, to post notices of nonresponsibility, to alter, improve or repair the Premises or any other portion of the Building, all without being deemed guilty of any eviction of Tenant and without abatement of rent. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Notwithstanding anything to the contrary herein, to the extent any damages or losses would have been covered by business disruption insurance or worker's compensation insurance, Tenant is solely responsible for such damages. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises excluding Tenant's vaults and safes.

16. Utilities and Services. Landlord agrees during the Lease Term to furnish to the Premises twenty-four (24) hours a day, seven (7) days a week, reasonable quantities of electric current for normal lighting and fractional horsepower office machines, water for lavatory and drinking purposes, heat and air conditioning (if existing in the Building) required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises and janitorial service of Common Areas (including washing of windows with reasonable frequency as determined by Landlord) twice per week. Landlord's cost of providing such services averages \$1,100 per month and shall be part of Operating Expenses of which tenant agrees to reimburse Landlord \$500 (five-hundred) for these costs on a monthly basis. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of or inability to provide any services required to be provided by Landlord hereunder. If Tenant requires or utilizes more water, electric power or other utility service than is considered typical for general office purposes as reasonably determined by Landlord,

Landlord may at its option, require Tenant to pay as additional rent the actual cost as reasonably estimated by Landlord incurred by such additional or extraordinary usage (the invoice therefor shall be accompanied by the actual meter reading and Landlord's calculation methodology for the charges assessed to Tenant) and increased janitorial service if requested by Tenant and other tenants in the Building. In the event Tenant requires either HVAC to be operational outside Monday through Friday, 8:00 a.m. through 6:00 p.m., holidays excepted, on Landlord's written request Tenant shall pay to Landlord as additional rent the actual cost therefor. Tenant shall reimburse Landlord for all after hours HVAC costs no later than fourteen (14) days after receipt by Tenant of Landlord's written invoice detailing such charges (which invoice shall be accompanied by the actual meter reading and Landlord's calculation methodology for the charges assessed to Tenant). Any incandescent light bulbs used in the Premises shall be paid for by the Tenant; provided, however, that Landlord shall install, as needed, and pay for all Building Standard bulbs within the Premises. In the event that the tenants in the Building (including Tenant) request more frequent janitorial service, the cost shall be shared equitably by all tenants.

17. Indemnification.

17.1 Except for Landlord's gross negligence or willful misconduct, to the fullest extent permitted by law, Tenant hereby agrees to defend, indemnify, protect and hold Landlord harmless against and from any and all loss, cost, damage or liability arising in whole or in part from Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, its agents, contractors, employees or invitees in or about the Premises or elsewhere, and hereby agrees to further indemnify and hold harmless Landlord against and from any and all loss, cost, damage or liability arising in whole or in part from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act, neglect, fault or omission of Tenant, or of its agents, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred for such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord hereby agrees to defend the same at Tenant's expense by counsel approved in writing by Landlord which consent shall not be unreasonably withheld. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever except that which is caused by Landlord's gross negligence or intentional misconduct, and Tenant hereby waives all its claims in respect thereof against Landlord, except for Landlord's gross negligence or willful misconduct.

17.2 Landlord shall defend, indemnify Tenant and hold it harmless from any loss, cost, damage or liability relating to, in connection with or arising from injury to person or property within the Common Areas and on the Premises to the extent such injury is caused by the gross negligence or intentional misconduct of Landlord. Nothing herein shall relieve Tenant of liability for its own willful acts or negligence.

18. Damage to Tenant's Property. Notwithstanding the provisions of Paragraph 18 to the contrary, Landlord or its agents shall not be liable for any loss of or damage to any property, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other patent or latent cause whatsoever. Further, neither Landlord nor any partner, director, officer, agent, servant or employee of Landlord shall be liable consequential damages, including lost profits, of Tenant or any person claiming through or under Tenant.

19. Insurance.

19.1 During the Term hereof, Tenant, at its sole expense, shall obtain and keep in force the following insurance:

(a) Commercial general liability insurance naming the Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease.

(b) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to the full replacement value of the aggregate of the foregoing less any applicable deductible.

(c) Workers' compensation insurance in accordance with statutory law.

(d) Any other form or forms of insurance as Tenant, Landlord's mortgagees may reasonably require from time to time in form, in amounts, and for insurance risks against which a prudent tenant of a comparable size and in a comparable business would protect itself.

19.2 The policies required to be maintained by Tenant shall be with companies rated AVIII or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$10,000. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the commencement date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Tenant

shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide that Landlord and Landlord's managing agent (and any mortgagee) are additional insureds and shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

19.3 During the Term hereof, Landlord shall insure the Building (excluding any property which Tenant is obligated to insure under Paragraph 20.1(b) hereof) against damage with All Risk insurance and public liability insurance, all in such amounts and with such deductibles as Landlord considers appropriate. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees may determine advisable. Landlord may, but shall not be required to, maintain earthquake coverage. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord.

19.4 Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

19.5 In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect (other than in connection with liability insurance required by Paragraph 20.1(a), which insurance requirement Tenant may satisfy on a self insured basis), Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. Tenant shall repay to Landlord, as additional rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expense (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance.

20. Damage or Destruction.

20.1 In the event that the Premises is damaged by fire or other casualty which is covered under insurance pursuant to the provisions of the foregoing section, Landlord shall restore such damage provided that: (i) the destruction of the Premises does not exceed fifty percent (50%) of the then replacement value of the Premises; (ii) the insurance proceeds, plus the amount of any deductible are sufficient to pay one hundred percent (100%) of the cost of restoration; and (iii) in the reasonable judgment of Landlord, the restoration can be completed within one hundred eight (180) days after the date of the damage or casualty under the laws and regulations of the state, federal, county

and municipal authorities having jurisdiction. Landlord shall notify Tenant whether or not the Premises will be restored under this section within thirty (30) days of the occurrence of the casualty. If such conditions apply so as to require Landlord to restore such damage pursuant to this section, this Lease shall continue in full force and effect, unless otherwise agreed to in writing by Landlord and Tenant. Tenant shall be entitled to a proportionate reduction of Monthly Basic Rent and Operating Expenses provided for in Paragraph 16 at all times during which Tenant's use of the Premises is interrupted, such proportionate reduction to be based on the extent to which the damage and restoration efforts actually interfere with Tenant's business in the Premises. Tenant's right to a reduction of Rent hereunder shall be Tenant's sole and exclusive remedy in connection with any such damage.

20.2 In the event that the Premises is damaged by a casualty against which Landlord is not required to maintain insurance pursuant to Paragraph 20, and Landlord is not required to restore such damage in accordance with the provisions of the immediately preceding section, Landlord shall have the option to either (i) repair or restore such damage, with the Lease continuing in full force and effect, but Monthly Basic Rent and Operating Expenses provided for in Paragraph 16 to be proportionately abated as provided above; or (ii) give notice to Tenant at any time within thirty (30) days after the occurrence of such damage terminating this Lease as of a date to be specified in such notice which date shall not be less than thirty (30) nor more than sixty (60) days after the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent and Operating Expenses provided for in Paragraph 16 as provided for above, shall be paid to the date of such termination.

20.3 Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease if the Premises is damaged by fire or other casualty (and Landlord's reasonably estimated cost of restoration of the Premises exceeds fifty percent (50%) of the then replacement value of the Premises) or such damage or casualty occurs during the last twelve (12) months of the Term of this Lease (or the Term of any renewal option, if applicable) by giving the other notice thereof at any time within thirty (30) days following the occurrence of such damage or casualty. Such notice shall specify the date of such termination, which date shall not be less than thirty (30) nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent shall be paid to the date of such termination.

20.4 In the event that the destruction to the Premises cannot be restored as required herein under applicable laws and regulations within one hundred eight (180) days of the damage or casualty, notwithstanding the availability of insurance proceeds, either party shall have the right to terminate this Lease by giving the other notice thereof within thirty (30) days of date of the occurrence of such casualty specifying the date of termination which shall not be less than thirty (30) days nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the

giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent and Operating Expenses provided for in Paragraph 16 as provided for above, shall be paid to the date of such termination.

20.5 To the extent conflicting with the provisions of this Section 21, Tenant hereby waives California Civil Code Sections 1932(2) and 1933(4), providing for termination of hiring upon destruction of the thing hired and Sections 1941 and 1942, providing for repairs to and of premises.

21. Eminent Domain.

21.1 In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking (provided that Tenant may present a separate claim for Tenant's relocation costs and lost personal property, so long as such claim- does not diminish any award otherwise available to Landlord), and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If this Lease is not so terminated, Landlord shall promptly proceed to restore the Premises to substantially their same condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Paragraph shall be deemed to give Landlord any interest in any award separately made to Tenant for the taking of personal property and trade fixtures belonging to Tenant or for moving costs incurred by Tenant in relocating Tenant's business.

21.2 In the event of taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Paragraph 14 with respect to surrender of the Premises and upon such payment shall be excused from such obligations. For purpose of this Paragraph 21.2, a temporary taking shall be defined as a taking for a period of 270 days or less.

21.3 Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1265.130 and any other applicable existing or future law,

ordinance or governmental regulation providing for, or allowing either party to petition the courts of the state of California for, a termination of this lease upon a partial taking of the Premises and/or the Building.

22. Defaults and Remedies.

22.1 The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(a) The abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Monthly Basic Rent, Operating Rent, additional rent or any other payment required to be made by Tenant hereunder as and when due, where such failure continues for a period of five (5) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.

(c) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Paragraph 22 .1(a) or 22 .1(b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.

(d) (1) The making by Tenant of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

22.2 Except for defaults described in Paragraph 22.1(a), (b), (c) and (d), in the event of any other default by Tenant of the terms of the Lease which shall be a breach which continues for a period of thirty (30) days after written notice (provided however, if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed a breach if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. Upon such termination of Tenant's right to possession of the Premises, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or

future law, ordinance or regulation providing for recovery of damages for such breach, including but not limited to the following:

- (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (b) 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 Tenant proves could have been reasonably avoided; plus
- (c) 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 Tenant proves could be reasonably avoided; plus
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in Paragraphs 22.2(a) and 22.2(b) above, the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by law per annum of ten percent (10%). As used in Paragraph 22.2(c) above, the worth at the time of awards is computed by discounting to present value at the time of the award such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

22.3 If a default exists under this Lease, Landlord shall also have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant has breached this Lease and abandoned the Premises and recover rent as it becomes due; provided, however that Tenant has the right to sublet or assign this Lease, subject only to reasonable limitations). Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

22.4 During the continuance of a default, Landlord may enter the Premises without terminating this Lease and remove all Tenant's personal property, any Changes and trade fixtures from the Premises and store them at Tenant's risk and expense. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any rent then due, then after the property has been stored for a period of thirty (30) days or more Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith; and the balance shall be applied to any past due amount owing hereunder.

Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's personal property pursuant to this Paragraph 22, and Tenant shall hold Landlord harmless from and against any loss, cost or damage resulting from any such act. No reentry by Landlord shall constitute or be construed as a forcible entry by Landlord.

22.5 All rights, options' and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval or Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

23. Assignment and Subletting. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a default. For purposes hereof, the following events shall constitute a voluntary assignment and shall be subject to the provisions of this Paragraph: any transfer on a cumulative basis of more than fifty percent (50%) of Tenant's ownership interests, or of voting or management control of Tenant. No later than thirty (30) days prior to the effective date of the proposed assignment or sublease, Tenant shall notify Landlord in writing of Tenant's intent to assign, encumber, or sublease, the name of the proposed assignee or sublessee, information concerning the financial responsibility of the proposed assignee or sublessee and the terms of the proposed assignment or subletting, and Landlord shall, within fifteen (15) days of receipt of such written notice as well as any additional information reasonably requested by Landlord concerning the proposed assignee's or sublessee's financial condition and responsibility, elect one of the following:

- (i) Consent to such proposed assignment, encumbrance or sublease;
- (ii) Refuse such consent, which refusal shall be on reasonable grounds, including but not limited to those matters set forth hereinbelow; or
- (iii) Elect to terminate this Lease (but only in the event of an assignment of the Lease or a subletting of the entire Premises). In the event that Landlord elects to terminate the Lease by reason of a proposed assignment or by reason of a proposed sublease as described immediately above, Landlord shall give such election ("**Recapture Notice**") to Tenant within fifteen (15) days after receipt of written notice

from Tenant of the proposed assignment or sublease, as well as any additional information requested by Landlord concerning the proposed assignee's or sublessee's financial responsibility. The Recapture Notice, if given, shall in addition to stating Landlord's election to terminate this Lease, state the date of termination of the Lease, which, in no event, shall be earlier than thirty (30) days following the date on which the Recapture Notice is given, nor later than ninety (90) days following the date on which the Recapture Notice is given. Within five (5) business days of receipt of a Recapture Notice, Tenant shall have the right to rescind the request for assignment or subletting, in which event the Recapture Notice shall have no force or effect and the Lease shall continue in full force and effect as to the full Premises.

In the event that Landlord shall consent to any assignment or sublease under the provisions of this Paragraph 23, Tenant shall pay Landlord's reasonable processing costs and attorneys' fees incurred in giving such consent in the amount of \$1,000. If for any proposed assignment or sublease Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the rent and monthly amortization of Transfer Costs (defined below) called for hereunder, or, in case of the sublease of a portion of the Premises, in excess of the monthly amortization of all Transfer Costs and such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as additional rent hereunder fifty percent (50%) of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt. As used herein, "Transfer Costs" shall mean all commercially reasonable brokerage commissions and attorneys' fees incurred by Tenant in negotiating and documenting such assignment or sublease. The Transfer Costs shall be amortized (without interest) for the purposes of Tenant's recovery of same from excess consideration, on a straight-line basis over the remaining initial Term of this Lease as of the effective date of such assignment or subletting. Landlord's waiver or consent to any assignment or subletting shall not relieve Tenant from any obligation under this Lease.

24. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease and subject to the terms and conditions of this Lease and provided that Tenant is not in current default of the terms of the Lease beyond any applicable notice and cure periods, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease.

25. Subordination and Attornment. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any first mortgagee with a lien on the Building or any ground lessor with respect to the Building, this lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building or the land upon which the Building is situated or both, and (b) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Building, land, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding

the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, if requested by the ground lessor, mortgagee or beneficiary, as applicable, attorn to and become the Tenant of the successor in interest to Landlord and in such event Tenant's right to possession of the Premises shall not be disturbed if Tenant is not in current default beyond any applicable notice and cure period and so long as Tenant shall pay the rent and all other amounts required to be paid to Landlord pursuant to the terms hereof and observe and perform all of the provisions of this Lease, unless the Lease is otherwise terminated pursuant to its terms. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in a commercially reasonable form requested by Landlord, a document evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or the lien of any such mortgage or deed of trust.

26. Estoppel Certificate. Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement, in a commercially reasonable form acceptable to Landlord, certifying; (i) the Commencement Date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in such statement; and (v) such other commercially reasonable matters requested by the requesting party. Landlord and Tenant intend that any statement delivered pursuant to this Paragraph 26 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein.

27. Rules and Regulations. Tenant shall faithfully observe and comply with the "Rules and Regulations," a copy of which is attached hereto and marked Exhibit B, and all reasonable and nondiscriminatory modifications thereof and additions thereto from time to time put into effect by Landlord that do not increase any obligations or diminish any rights of Tenant. In the event of any conflict between the terms of this Lease and the Rules and Regulations, the terms of this Lease shall prevail. Landlord shall not be responsible to Tenant for the violation or nonperformance by any other tenant or occupant of the Building of any of said Rules and Regulations.

28. Conflict of Laws. This Lease shall be governed by and construed pursuant to the laws of the State of California.

29. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns.

30. Surrender of Premises. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or termination of this Lease, Tenant shall peaceably surrender the Premises and all alterations and additions thereto broom-clean, in good order, repair and condition, reasonable wear and tear excepted. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

31. Professional Fees. In the event that Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provisions of this Lease, or for any other relief against Tenant or Landlord hereunder, or should either party bring suit against the other with respect to matters arising from or growing out of this Lease, then all costs and expenses, including without limitation, its reasonable professional fees such as appraisers', accountants' and attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action. .

32. Late Charge. If any amount due Landlord from Tenant hereunder has not been received within five (5) days of its due date, Tenant shall pay to Landlord, without notice or demand, as additional rent, five percent (5%) of the overdue amount as a late charge. Such overdue amount shall also bear interest, as additional rent, at the maximum rate permissible by law calculated, as appropriate, from the date of receipt of said notice until the date of payment to Landlord. Landlord's acceptance of any late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or any law now or hereafter in effect. Notwithstanding the foregoing, Landlord will not assess a late charge until Landlord has given written notice of such late payment for the first late payment in any twelve (12) month period and after Tenant has not cured such late payment within three (3) days from receipt of such notice. No other notices will be required during the following twelve (12) months for a late charge to be incurred.

33. Definition of Landlord. In the event of any transfer, assignment or other conveyance or transfer of any such title or interest, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

34. Time. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

35. Prior Agreement; Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such

matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.

36. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

37. Limitation on Liability. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers or shareholders of Landlord, and Tenant shall not seek recourse against the individual partners, directors, officers or shareholders of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that in the event of any actual or alleged failure, breach or default hereunder by Landlord, the sole and exclusive remedy shall be against Landlord's interest in the Building and rents therefrom.

38. Signs. Tenant shall not place any sign outside the Premises without Landlord's prior written consent which consent may be withheld in Landlord's sole discretion; provided, however, that Tenant shall be entitled to have Building standard signage on the existing monument sign (approximately twenty-five (25%) percent of the signage space), which signage shall be supplied at Landlord's cost. All signs shall be in full compliance with all applicable ordinances, statutes and regulations imposed by all applicable governmental authorities. Landlord shall install one doorbell at the front entrance with Tenant's name, which shall ring in the Premises.

39. Modification for Lender. If in connection with obtaining construction, interim or permanent financing for the Building, the lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's rights hereunder, and Landlord shall pay for the reasonable attorney's fees incurred by Tenant in reviewing and/or modifying such proposed modifications not to exceed \$2,000.00 (provided that Tenant provides the attorney's invoice to Landlord).

40. Financial Information. No more than once a year, if Landlord is requested to produce financial information pertaining to tenants of the Building in connection with a proposed financing or sale of the Building, or other legitimate business purposes, Tenant, within 15 days after written request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease the day and year first above written.

LANDLORD:

TENANT:

Sequoia Healthcare District

One Life Counseling Center, a California non-profit organization

By: _____
Its:

By: _____
Its: Suzanne Hughes
Executive Director

Date:

Date:

By: _____
Its: Matthew Pachkowski
Board President
Date:

EXHIBIT A

Floor Plan of Suite 102



EXHIBIT B

RULES AND REGULATIONS

1. Tenant must use Landlord's window coverings in all exterior and atrium window offices. No awning shall be permitted on any part of the Premises. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises.

2. Tenant shall not obstruct any sidewalks, halls passages, exits or entrances of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building without Landlord's consent.

3. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.

4. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy saving rules, laws or regulations of which Tenant has actual notice, and shall refrain from attempting to adjust controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed, and shall close window coverings at the end of each business day.

5. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.

6. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

7. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

8. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

9. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

10. Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, and without prejudice to Tenant, may from time to time

be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein, provided such rules and regulations do not materially increase Tenant's obligation hereunder or diminish Tenant's rights hereunder. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

11. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

12. Smoking is prohibited in the Premises and all enclosed Common Areas of the Building, including, but not limited to, the main lobbies, hallways, stairwells, elevators, elevator lobbies, locker/shower rooms, restrooms and conference room. When smoking outside the Building, ash receptacles must be used and provided by the smoker if not provided by Landlord. Smokers must not leave any ashtrays, smoking material or debris in the area where they have been smoking, except in ash receptacles provided by Landlord.

February 10, 2022

2022-25 Strategic Plan

Staff & Study Board Session



Prepared by
**Pamela Kurtzman &
Jenny Bratton**



Who we are

Mission

Sequoia Healthcare District is committed to improving the health of District residents by enhancing access to care and promoting wellness through responsible stewardship of District taxpayer dollars.

Vision

For all District residents to experience optimal physical and mental health at every stage of life.

** We aim to return to the community 100% of the net tax revenue within three years in health-related programs and services.*

Core Values: Sequoia CARES

Compassion- We demonstrate care by the programs we provide and support

Action- We act as catalysts for developing and implementing innovative and impactful programs

Respect- We give due regard for the rights of everyone and uphold the dignity all people deserve

Equity- We are committed to improving access to health and wellness services for all residents

Stewardship-We are diligent and ethical in our entrusted role with taxpayer fund



Health Equity

PROPOSED GOAL I – To support the health and well-being of all segments of our community (age, income, and geographic areas) through our grants program and direct support using an equitable and systems-based approach.

Existing strategies/efforts

- Circle Up initiative in HSI districts
- Diversify our board, staff and committee- recruiting representative boards and committees
- Board and Staff Participation in ACHD DEI trainings
- Build systems that support a diverse community through setting and achieving clear goals that are inclusive and racially equitable- shifts power
- Hyperlocal partnerships
- Promotoras model
- Informed decision making for our District constituents- develop goals that are aligned with and supported by community members for whom we are working to improve conditions.
- Science-based strategies
- Moving the needle for greater health, wellness and equity in our community collaboratively with partners

Refined SMARTIE statement:

—
New key strategies:



Innovation

PROPOSED GOAL 2 – To be a catalyst for bringing innovative and strategic approaches in health that complement what is offered by other community-based organizations or to fill gaps if such services are not adequately offered.

Existing strategies/efforts

- Sequoia Strong Directory
- Lyft Program
- Virtual Hands-only CPR Classes
- Neuroscience of Addiction
- AEDs for County

Refined SMARTIE statement:

—
New key strategies:



Collaboration

PROPOSED GOAL 3 – To be a leader in bringing organizations together to advance health enhancing initiatives that benefit our residents and to collaborate on supporting County-wide efforts.

Existing strategies/efforts

- COVID-vaccine clinics
- Redwood City 2020/Gardner Center Study
- Thrive Forum on Vaccine Information
- Healthy Schools Initiative:
 - Wellness Team
 - SWAAG
 - Tobacco Coalition
 - So County Mental Health
 - So County Nursing Coalition

Refined SMARTIE statement:

—
New key strategies:



Transparency

PROPOSED GOAL 4 – Provide transparent communications of District resources, activities, and investments.

Existing strategies/efforts:

- Expanded Annual Report
- Town Hall Series and ads in paper
- 75th Anniversary Celebration
- May 21 Community Health Fair
- April 23rd Sequoia Health Care Museum Day
- Exhibit at San Mateo History Museum
- HSI Newsletter
- Parent Green Folder
- Social media: Facebook, Sequoia Strong, Instagram
- Sequoia Strong Directory

Refined SMARTIE statement:

New key strategies:



Leadership

PROPOSED GOAL 5 – To provide leadership and direction on a range of critical health-related challenges that affect District residents

Existing strategies/efforts

- Increased access to care by supporting proposals that reduce health inequities and eliminate barriers to good health
- Increase equitable distribution of resources necessary to serve vulnerable populations
- Increased funding for telehealth services
- Support community proposals that address social determinants of health, illness prevention, community health and wellness, and ensure CBOs are eligible to access grants and funding to address these issues.

SMARTIE statement:

—
New key actions: