

**HUENEME ELEMENTARY SCHOOL DISTRICT
MINUTES OF A REGULAR MEETING OF THE GOVERNING BOARD**

Monday, May 23, 2022, 6:00 P.M.

INTRODUCTORY INFORMATION

In accordance with Brown Act rules governing regulatory bodies, the Hueneme Elementary School District (HESD) posts agendas for regularly scheduled meetings of the Governing Board a minimum of 72 hours in advance. Agendas for special meetings (i.e., meetings not on the regular schedule called for a specific purpose) are posted a minimum of 24 hours in advance. Agendas are available for the public to view at all hours of every day through glass at the front of the District Office or on the District website.

This meeting was held in Council Chambers at the City of Port Hueneme at 250 North Ventura Road in Port Hueneme, California. The agenda and full meeting packet were posted and made available to the public on May 19th. The public was also able to view the meeting online at http://bit.ly/hesd_youtube.

ATTENDANCE

Trustees: At the 6:00 P.M. Call to Order, all trustees were present: Board President, Bexy Gomez; Board Clerk, Charles Weis, Ph.D.; and Members Darlene Bruno, Siugen Constanza, and Scott Swenson.

Administrators and Others: Dr. Christine Walker (Superintendent); Helen Cosgrove (Associate Superintendent – Educational Services); David Ragsdale (Associate Superintendent – Technology & Strategic Operations); Patricia Marshall (Chief Business Official); Melissa Rufai (Director – Personnel); and Cynthia Rojas, Executive Assistant to the Superintendent. A number of staff were also present.

CALL TO ORDER AND FLAG SALUTE – Item 1

Ms. Gomez called the meeting to order at 6:00 P.M. and led the Pledge of Allegiance.

ANNOUNCEMENTS – Item 2

Ms. Gomez informed the audience that Spanish-speaking members of the community could ask for assistance from a district translator who was present.

ADOPTION OF THE REGULAR AGENDA – Item 3

Motion 087: Trustee Bruno motioned to adopt the agenda, as submitted. Trustee Weis seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

PRESENTATIONS – Item 4

4.1 Charles Blackstock Junior High School

Ms. Gomez introduced Felicitas Perez, Principal of Charles Blackstock Junior High School. Mrs. Perez spoke about the importance of technology and STEM. She then introduced Krista Verardo and Erica Johnson, the school's computer science and STEM teachers, who shared information on the technology elective classes at Blackstock.

4.2 Parkview Elementary School's California 2022 Green Ribbon School Award

Dr. Walker introduced Cara Comstock, Principal of Parkview Elementary School, and Cristy Burke, Assistant Principal. She recognized and congratulated Parkview for being a *California 2022 Green Ribbon School Award* recipient.

COMMUNICATIONS – Item 5

5.1 Oral Communications

(1) General Speakers

There were no general speakers.

(2) Hueneme Education Association

Vince Gomez, HEA Representative, thanked the district for providing Mister Softee to all staff. He shared that HEA also treated its members for staff appreciation. Mr. Gomez reported that non-traditional open houses, like art walks, are currently taking place and students are in the midst of testing.

(3) California School Employees Association Chapter 273

Cinthya Perez, CSEA President, reported on negotiations. She also shared that members had a great CSEA week and that an end of year party is scheduled for staff.

5.2 Written Communications

Dr. Walker stated that she received two letters. The first was from the Ventura County Office of Education regarding AB 1200. The second was from the district's auditors, Nigro & Nigro, stating that the district has engaged them to complete next year's audit.

APPROVAL OF BOARD MINUTES – Item 6

6.1 It is recommended that the Governing Board approve the minutes of the regular meeting of April 25, 2022.

Motion 088: Trustee Weis motioned to approve the minutes of the regular meeting of April 25, 2022. Trustee Constanza seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

ADOPTION OF CONSENT AGENDA – Item 7

Motion 089: Trustee Weis motioned to adopt the Consent Agenda as submitted. Trustee Swenson seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

The following reports were accepted and approved:

7.1 Approval of Personnel Report

7.2 Ratification of April 2022 Financial Reports:

- (1) Expenditures (Commercial Payments and Payroll)
- (2) Purchase Orders and Checks
- (3) Miscellaneous Income Report

- 7.3 Acceptance of Gifts to the District
- 7.4 Approval of Lease Agreements with Child Development Resources of Ventura County Inc. and Catalyst Family Inc. for Facilities for Preschool Programs at Six District Schools
- 7.5 Approval of Notice of Completion for Edison Service Upgrade Project (HESD 20-21-03) at Williams Elementary School
- 7.6 Approval of Lease Agreement Between LLC DBA Beachport Center and Hueneme Elementary School District for the Expanded Learning Opportunity Program

EDUCATIONAL SERVICES – Item 8

8.1 Approval of Recommendation of HESD K-5 NGSS Adoption Pilot Committee (Presented by Ms. Cosgrove)

Motion 090: Trustee Weis motioned to approve the program recommendation of the HESD K-5 Next Generation Science Standards (NGSS) Adoption Pilot Committee – Teachers’ Curriculum Institute (TCI) – Bring Science Alive (2019). Trustee Bruno seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

8.2 Approval of 2021-2022 Amended School Plans for Student Achievement (Presented by Ms. Aipa)

Motion 091: Trustee Swenson motioned to approve the 2021-2022 Amended School Plan for Student Achievement for Bard, Blackstock, Green, Hathaway, Haycox, Hueneme, Larsen Parkview, Sunkist, and Williams School. Trustee Constanza seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

8.3 Approval of Expanded Learning Opportunities Program Plan (Presented by Ms. Aipa)

Motion 092: Trustee Swenson motioned to approve the Expanded Learning Opportunities Program (ELOP) Plan. Trustee Weis seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

BUSINESS SERVICES – Item 9

9.1 Recommendation to Approve Resolution B21-22-14 Authorizing Participation in the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program (Presented by Mr. Ragsdale)

Motion 093: Trustee Swenson motioned to adopt Resolution B21-22-14 authorizing participation in the California School Healthy Air, Plumbing, and Efficiency (CalSHAPE) program. Trustee Weis seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

9.2 Disclosure of Proposed Collective Bargaining Agreement with California School Employees Association, Chapter #273 (CSEA) (Presented by Ms. Marshall)

No action was required on this item. Ms. Marshall shared information on the Collective Bargaining Agreement with California School Employees Association Chapter #273.

HUMAN RESOURCES – Item 10

10.1 Proposed Adoption of Tentative Agreements between the Hueneme Elementary School District and the California School Employees Association (CSEA) and its Hueneme Chapter #273 (Presented by Dr. Walker)

Motion 094: Trustee Constanza motioned to adopt the Tentative Agreements between the Hueneme Elementary School District and the California School Employees Association and its Hueneme Chapter #273; and authorize the Superintendent or designee to sign the Tentative Agreements on behalf of the Governing Board. Trustee Weis seconded and the motion passed upon a unanimous vote of 5 ayes and zero nays.

OTHER BOARD BUSINESS – Item 11

11.1 Enrollment and Staffing (Presented by Dr. Walker)

No action was required on this item. Dr. Walker provided information on the enrollment, staffing, and class formation process that takes place every winter/spring prior to the start of the next school year.

MONTHLY REPORT & ADVANCED PLANNING – Item 12

12.1 Trustees

Mr. Swenson had nothing to report.

Ms. Bruno reported on a CSBA webinar and the upcoming VCSBA dinner meeting.

Ms. Constanza had nothing to report.

Dr. Weis had nothing to report.

Ms. Gomez reported on the CLT meeting.

12.2 Superintendent

Dr. Walker reported on the May revision to the Governor’s budget. She also shared that students are finishing up CAASPP testing and that Mister Softee will be visiting the last few sites for staff appreciation. Dr. Walker concluded by inviting everyone to the alternate open houses taking place at various school sites.

12.3 Suggested Future Agenda Items

No future agenda items were suggested.

CLOSED SESSION – Item 13


At 8:11 P.M., all members of the Board convened in closed session with the Superintendent, Deputy Superintendent and Associate Superintendents to discuss public employee discipline/dismissal/release/complaint.

RECONVENE IN OPEN SESSION – Item 14

At 8:41 P.M., all members of the Board reconvened in open session.

ADJOURNMENT - Item 15

There being no further regular business before the Governing Board, Ms. Gomez stated that no actions were taken in closed session and adjourned the meeting at 8:41 P.M.


Christine Walker, Ed.D.
Secretary to the Governing Board

Board member signatures appear on the following page.

By our signatures given below on this 13th day of June, 2022, the Governing Board of the Hueneme Elementary School District approves the foregoing Minutes of the Regular Meeting of May 23, 2022.



Bexy I. Gomez
President, Board of Trustees



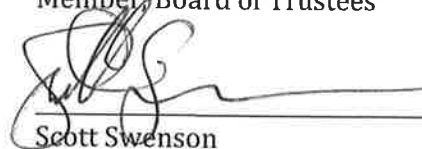
Charles Weis, Ph.D.
Clerk, Board of Trustees

Absent

Darlene A. Bruno
Member, Board of Trustees



Siugen Constanza
Member, Board of Trustees



Scott Swenson
Member, Board of Trustees

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: APPROVAL OF PERSONNEL REPORT

BOARD MEETING DATE: May 23, 2022

FROM: Melissa Rufai, Director of Personnel Services
Dr. Carlos Dominguez, Deputy Superintendent
Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board approve personnel actions in employee categories that are listed below. Identification of specific employees affected by the actions will be shared confidentially with the Governing Board and certain members of management in advance of the meeting.

BACKGROUND

- (1) Certificated Management Services
 - Change of Assignment
 - Resignation
 - New Job Description
- (2) Certificated Services
 - Employment
 - Change of Assignment
 - Child Rearing Leave of Absence
 - Unpaid Personal Leave of Absence
 - Resignation
 - Retirement
- (3) Classified Services
 - Employment
 - Change of Classification/Location and/or Hours
 - Resignation
 - Unpaid Personal Leave of Absence
 - Termination

HUENEME ELEMENTARY SCHOOL DISTRICT

205 North Ventura Road, Port Hueneme, CA 93041

PERSONNEL REPORT: May 23, 2022

Employee's Name	Effective Date	Personnel Action
CHANGE OF ASSIGNMENT: Certificated Management Services		
Valdez, Jose	08-23-22	1.0-FTE Assistant Principal to 1.0-FTE Teacher
RESIGNATION: Certificated Management Services		
Resnick, Jeremy	06-30-22	Senior Director of Equity and Instructional Services, District Office, resigning
NEW JOB DESCRIPTION: Certificated Management Services		
2132.14 – Senior Director of Multilingual Education and Family Engagement		
EMPLOYMENT: Certificated Services		
Aguilera, Christian	08-22-22	Counselor, Temporary
Allison, Cassandra	08-22-22	Preschool Teacher, Special Education, Probationary I
Ayala, Johanna	08-22-22	Counselor, Temporary
Bass, Olivia	04-18-22	Substitute Teacher
Comstock, Leslie	08-22-22	Teacher, Speech, Probationary II
Damianos, Shelbee	08-22-22	Teacher, Speech, Probationary II
Dudley, Alyxandra	08-22-22	Teacher, Special Education, Probationary II
Dudley, Yvonne	04-28-22	Substitute Teacher
Garcia, William	08-22-22	Teacher, Music, Probationary II

HUENEME ELEMENTARY SCHOOL DISTRICT

205 North Ventura Road, Port Hueneme, CA 93041

PERSONNEL REPORT: May 23, 2022

Employee's Name	Effective Date	Personnel Action
Gilbert, Heather	08-22-22	Teacher, Special Education, Probationary 0
Murphy, Erin	08-01-22	Psychologist, Probationary II
Navarro, Brianna	05-04-22	Substitute Teacher
Ocasio, Ada	08-01-22	Psychologist, Probationary II
Ramos, Lizbeth	08-22-22	School Nurse, Probationary II
Ramos, Mark	08-22-02	Teacher, Temporary
Raydan, Alex	08-22-22	Teacher, Math, Temporary
Silva, Rebecca	08-22-22	Teacher, Special Education, Probationary 0
Sutherland, Shannon	08-22-22	Teacher, Speech, Probationary II
Toscano, Teresa	08-22-22	Teacher, Speech, Probationary II
Villa, Carolina	08-22-22	Counselor, Probationary II
 CHANGE OF ASSIGNMENT: Certificated Services		
Gudaz, Stephanie	04-18-22	0.60-FTE Teacher to 1.0-FTE Teacher, Williams School
 CHILD REARING LEAVE: Certificated Services		
Miguel, Amanda	05-16-22 thru 06-17-22	Teacher, Williams School requesting Child Rearing Leave pursuant to the H.E.A. Agreement
Steele, Maddison	11-07-22 thru 06-16-23	Teacher, Blackstock Jr. High School, requesting Child Rearing Leave pursuant to the H.E.A. Agreement

HUENEME ELEMENTARY SCHOOL DISTRICT

205 North Ventura Road, Port Hueneme, CA 93041

PERSONNEL REPORT: May 23, 2022

Employee's Name	Effective Date	Personnel Action
UNPAID PERSONAL LEAVE OF ABSENCE: Certificated Services		
Saenz, Arthur	2022-23	Teacher, Blackstock Jr. High, requesting an unpaid personal leave of absence pursuant to the H.E.A. Agreement
RESIGNATION: Certificated Services		
Amendola, Judith	06-17-22	Teacher, E.O. Green Jr. High School, resigning
Gahungu, Oleksandr	06-17-22	Teacher, Blackstock Jr. High School, resigning
Solis, Amanda	06-30-22	Teacher, Parkview School, resigning
Thomas, Douglas	06-17-22	Teacher, Larsen School, resigning
RETIREMENT: Certificated Services		
Green, Stephen	06-19-21	Teacher, Special Education, Parkview School, retiring
Sofer, Margaret	07-25-22	Teacher, Hueneme School, change in retirement date
EMPLOYMENT: Classified Services		
DeLeon Hernandez, Byron	05-09-22	3.50-hr. Paraprofessional/Special Education, Sunkist School, replacing Andrew Solkshinitz who resigned
Gomez Fernandez, Diana	04-01-22	6.0-hr. Food Service Worker II, Williams School, replacing Catalina Flores who transferred
Lee, Destiny	05-09-22	3.50-hr Paraprofessional/Special Education, Parkview School, replacing Steven Padilla who resigned

HUENEME ELEMENTARY SCHOOL DISTRICT

205 North Ventura Road, Port Hueneme, CA 93041

PERSONNEL REPORT: May 23, 2022

Employee's Name	Effective Date	Personnel Action
CHANGE OF CLASSIFICATION, LOCATION AND/OR HOURS: Classified services		
Barragan, J. Alfredo	05-02-22	8.0-hr. Groundskeeper, Parkview School to 8.0-hr. Groundskeeper, Haycox School, replacing Sabino Pitones who transferred
Cuevas, Andres	05-12-22	8.0-hr. Custodian, Williams School to 8.0-hr. Custodian, EO Green Jr. High School, replacing Henry Hottendorf who transferred
Hottendorf, Henry	05-02-22	8.0-hr. Custodian, E.O. Green Jr. High School to 8.0-hr. Custodian, Haycox School, replacing Geronimo Gonzalez who transferred
Perez, Magdalena	05-02-22	7.0-hr. Food Service Worker I to 8.0-hr. Food Service Worker II, E.O. Green Jr. High School, replacing Vitalina Rodriguez who transferred
RESIGNATION: Classified Services		
Moreno, Janette	05-02-22	3.75-hr. Paraprofessional, Haycox School, resigning
REQUEST FOR UNPAID PERSONAL LEAVE OF ABSENCE: Classified Services		
Flores, Maria	04-18-22 thru 06-17-22	3.55-hr. Campus Assistant, Williams School, requesting an unpaid personal leave of absence pursuant to C.S.E.A. Agreement
TERMINATION: Classified Services		
Gomez, Alexander	03-25-22	3.75-hr. Paraprofessional/Physically Handicapped, Sunkist School, terminated for abandonment of position

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: RATIFICATION OF EXPENDITURE REPORTS FOR
APRIL 2022

BOARD MEETING DATE: May 23, 2022

FROM: Patricia Marshall, Chief Business Official
Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board ratify the attached Expenditure Reports for April 2022 as follows:

- (1) Commercial Payments
- (2) Payroll

COMMERCIAL PAYMENT REGISTER

April 2022

ISSUE DATE	CHECK NUMBERS	TOTAL AMOUNT	Unrestricted 010 FUND	Cafeteria 130 FUND	Measure T 216 FUND	Dev. Fees 250 FUND	Bond Int. 510 FUND	ASB/USB 951-952-953 FUND	Accrued Sales Taxes
April 4, 2022	5002051532-5002051563	\$ 145,492.39	\$ 145,492.39						\$ 187.15
April 5, 2022	5002051564-5002051579	\$ 30,585.48	\$ 30,585.48						\$ 37.64
April 7, 2022	5002051580-5002051606	\$ 86,012.20	\$ 86,012.20						
April 11, 2022	5002051607-5002051637	\$ 401,734.43	\$ 394,533.64	\$ 7,200.79					\$ 15.65
April 12, 2022	5002051638-5002051644	\$ 44,456.55	\$ 44,138.60	\$ 317.95					
April 13, 2022	5002051645-5002051670	\$ 76,051.18	\$ 28,891.18		\$ 47,160.00				
April 19, 2022	5002051671-5002051688	\$ 347,392.60	\$ 110,468.34	\$ 236,924.26					\$ 120.31
April 21, 2022	5002051689-5002051722	\$ 175,019.51	\$ 172,095.82	\$ 2,923.69					\$ 0.04
April 25, 2022	5002051723-5002051763	\$ 476,912.84	\$ 469,039.24	\$ 43.60	\$ 7,830.00				\$ 115.34
April 26, 2022	5002051764-5002051789	\$ 89,446.12	\$ 87,869.32	\$ 1,576.80					\$ 408.27
April 28, 2022	5002051790-5002051842	\$ 383,671.52	\$ 382,654.12	\$ 1,017.40					\$ 4.63
TOTAL PAYMENTS		\$ 2,256,774.82	\$ 1,951,780.33	\$ 250,004.49	\$ 54,990.00	\$ -	\$ -	\$ -	\$ 889.03

PAYROLL SUMMARY - APR 2022

ISSUE DATE	GROSS EARNINGS	FRINGE BENEFITS	TOTAL PAYROLL	010 FUND General	130 FUND Cafeteria
04/08/22	\$17,602.07	\$1,263.23	\$18,865.30	\$18,865.30	\$0.00
04/29/22	\$6,164,454.03	\$2,520,526.57	\$8,684,980.60	\$8,398,939.80	\$286,040.80
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$6,182,056.10	\$2,521,789.80	\$8,703,845.90	\$8,417,805.10	\$286,040.80

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: RATIFICATION OF PURCHASE ORDERS AND
CHECKS FOR APRIL 2022

BOARD MEETING DATE: May 23, 2022

FROM: Patricia Marshall, Chief Business Official
Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board ratify purchase orders and checks generated in April 2022.

BACKGROUND

The monthly purchase order listing is a summary of all purchase orders issued in one calendar month. It is provided to the Governing Board for ratification of district purchases. The purchase order numbering system is described below:

1. B22-0000.....“B” series purchase orders are for “blanket” orders issued to vendors used on a monthly basis.
2. H22-0000.....“H” series purchase orders are for “Hueneme Elementary School District” regularly issued orders.

For the period of April 1-30, 2022, purchase orders totaled **\$ 359,579.38** and \$ 233,378.96 in change notices. The attached report reflects April 2022 totals by site:

00/01	District wide	18	Hathaway
02	Educational Services	18N	Neighborhood for Learning
03	Pupil Support Services	20	Haycox
04	Migrant Education	22	Hueneme
05	Educational Media Center	24	Larsen
08	Food Service	26	Parkview
09	Summer School	28	Sunkist
10	Bard	30	Williams
12	Beach	34	Print Shop
14	Blackstock	99	After School Program
16	E.O. Green	FOT	Facilities, Operations and Transportation

RATIFICATION OF PURCHASE ORDERS AND CHECKS FOR APRIL 2022

May 23, 2022

Page 2 of 2

These numerical listings provide an internal system of checks and balances in the Business Office.

Reimbursement/direct pay orders are listed in the second part of the attached reports. Checks issued between April 1 and April 30, 2022 totaled **\$2,256,774.82**.

Includes 04/01/2022 - 04/30/2022						
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount	
B22-00262	Carnitas El Brother Mexican Grill	31	ASES/ PL/ELO	010-4300	800.00	
B22-00263	TELENET VoIP, INC.	01	DO/Alarm Service	216-6200	3,060.00	
B22-00264	Dance 4 Wellness	10	Bard/LCFF/Arts	010-5800	1,600.00	
B22-00265	VCOE	03	PSS/Transportation Service	010-5800	1,000.00	
B22-00266	Palmer Hamilton LLC	FOT	FOT/Supplies	010-4300	10,000.00	
H22-01389	Heinemann	02	Ed Services/ LCFF/Supplies	010-4300	685.13	
H22-02314	Mystery Science Inc.	24	Larsen/ELOG/Mystery Science supplies	010-4300	1,747.90	
H22-02394	Amazon Capital Service	18	Hathaway/ELOG/Calming Center Supplies	010-4300	2,680.09	
H22-02395	Amazon Capital Service	18	Hathaway/ELOG/Supplies	010-4300	140.77	
H22-02396	Amazon Capital Service	22	Hueneme/LCFF/Supply/3rd Grade	010-4300	92.43	
H22-02397	Amazon Capital Service	30	LCFF/Supplies	010-4300	375.18	
H22-02398	Amazon Capital Service	26	Parkview/LCFF/Books	010-4200	543.03	
H22-02399	Amazon Capital Service	16	ELOG/COVID Funds	010-4300	1,825.28	
H22-02400	Amazon Capital Service	28	ELOG Library/Classroom Support Cekosky OT/Gill	010-4300	565.51	
H22-02401	Amazon Capital Service	24	Larsen/ELOG/Calming corner supplies	010-4300	519.09	
H22-02402	Amazon Capital Service	24	Larsen/ELOG/Calming Corner supplies	010-4300	332.93	
H22-02403	Amazon Capital Service	24	Larsen/ELOG/calming corner supplies	010-4300	505.71	
H22-02404	Amazon Capital Service	30	ELOG/Golf supplies	010-4300	1,074.26	
H22-02405	Amazon Capital Service	18	Hathaway/ELOG/Books/supplies	010-4300	764.89	
H22-02406	Amazon Capital Service	28	ELOG/ Classroom Supplies M. Hernandez, Cekosky	010-4300	300.13	
H22-02407	Amazon Capital Service	02	Ed Services?LCFF/PE Supplies	010-4300	71.74	
H22-02408	Amazon Capital Service	90	Supplies	010-4300	72.26	
H22-02409	Amazon Capital Service	22	Hueneme/LCFF/Supply	010-4300	44.89	
H22-02410	Amazon Capital Service	01	EO Green/ergonomics/J. Resendiz/adapter	010-4300	150.72	
H22-02411	Amazon Capital Service	01	Blackstock/ergonomics/A. Benitez	010-4300	151.02	
H22-02412	Amazon Capital Service	01	Parkview/ergonomics/S. Brumwell	010-4300	96.84	
H22-02413	Amazon Capital Service	01	Hueneme/ergonomics/G. Guerrero	010-4300	17.93	
H22-02414	Amazon Capital Service	01	District/Office supplies	010-4300	680.03	
H22-02415	Amazon Capital Service	02	Ed. Services/Supplies	010-4300	134.23	
H22-02416	Lakeshore Store #038	18	Hathway/ELOG/Materials	010-4300	172.37	
H22-02417	Blick Art Materials	14	Blackstock/LCFF/Workload Reduction- Bautista	010-4300	501.29	
H22-02418	Lakeshore Store #038	18	Hathaway/ELOG/Furniture	010-4300	216.41	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes 04/01/2022 - 04/30/2022					
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02419	Lakeshore Store #038	18	Hathaway/ELOG/Materials	010-4300	35.88
H22-02420	Decker Equipment	10	Bard/ELOG/Supplies	010-4300	486.30
H22-02421	Lakeshore Store #038	26	Parkview/ELOG/Classroom Supplies	010-4300	542.65
H22-02422	Aatish Gehani	12	Beach/ ELOG/ T-shirts	010-4300	273.13
H22-02423	Aswell Trophy	24	Larsen/ELOG/GF/admin supplies	010-4300	522.22
H22-02424	Heinemann Library	02	Ed Services/LCFF/LLI Supplies	010-4100	18,639.24
H22-02425	The Master Teacher Inc.	28	LCFF Goal 2 Action13	010-4300	1,445.72
H22-02426	School Specialty, LLC	18	Hathaway/LCFF/Supplies	010-4300	1,616.25
H22-02427	VCOE-SELPA	02	Ed. Services/LCFF/NCPI	010-5200	30.00
H22-02428	AramSCO Inc.	28	Sunkist/Janitorial Supplies	010-4300	479.16
H22-02429	Sinclair Sanitary Supply Inc	28	Sunkist Janitorial	010-4300	254.00
H22-02430	Khan Academy	02	Ed Services/LCFF/Subscription	010-5800	12,500.00
H22-02431	Staple Technology Solution	28	Sunkist/Printer/Room 20	010-4300	357.95
H22-02432	Green EconoME	16	FOT/Service	010-5800	900.00
H22-02433	Green EconoME	20	FOT/Service	010-5800	900.00
H22-02434	Crisis Prevention Institute	02	Ed. Services/NCPI Membership Fee	010-5300	200.00
H22-02435	Staples Advantage	01	District/HR/supplies/color paper	010-4300	181.97
H22-02436	Ventura County Arts Council	18	Hathaway/LCFF/Classes	010-5800	10,062.50
H22-02437	AramSCO Inc.	14	Blackstock/Custodial/AramSCO -Emergency Order	010-4300	1,774.42
H22-02438	Apptegy Inc.	01	District / Technologoy / Prof Services	010-5800	23,300.00
H22-02439	Kagan Publishing & Pro Devel (Training Events)	99	ASES/ Supplies/ BLK	010-4300	1,957.50
H22-02440	ATDLE,c/oMWH Management Ser.	02	Ed. Services/Title III/Registration	010-5200	2,000.00
H22-02441	Andy Perez	01	District/Enrollment flyer	010-5800	150.00
H22-02442	Innoseal Systems Inc.	08	Food Service/Supplies	130-4300	1,438.26
				130-5800	139.29
H22-02443	Alpha Solutions Inc.	18	Hathaway/ELOG/LCFF/Project or/Sound System	010-4300	4,011.92
				010-4400	16,702.46
				010-5800	7,988.00
H22-02444	Uline	26	Parkview/GF/Floor Mats	010-4300	129.37
H22-02445	Paradise Chevrolet	01	DO/Claims	010-4300	6,487.51
H22-02446	Amazon Capital Service	99	ASES/ELO/ BLK	010-4300	88.69
H22-02447	Amazon Capital Service	12	Beach/ GF/ Supplies	010-4300	100.68
H22-02448	Amazon Capital Service	01	EO Green/wireless mouse/Computer Club	010-4300	217.40
H22-02449	Lakeshore Store #038	24	Larsen/ELOG/calming corner supplies	010-4300	1,070.75

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ESCAPE ONLINE

Includes 04/01/2022 - 04/30/2022					
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02450	McGraw-Hill Companies Inc	26	Parkview/Title1/Books	010-4300	83.06
H22-02451	Lakeshore Store #038	24	Larsen/ELOG/ calming corner supplies	010-4300	304.46
H22-02452	Aswell Trophy	01	District/Professional Services	010-4300	26.22
H22-02453	City of Oxnard Rec & Community Svcs	99	ASES/ BLK/ Basketball	010-5800	90.00
H22-02454	Staple Technology Solution	24	Larsen/Printer/Kinder 1	010-4300	414.98
H22-02455	Lakeshore Store #038	20	Emergency Supplies/GF-Adm/	010-4300	239.14
H22-02456	FLISA ATTN Finance Dept	01	Board/FLISA Conference Registration	010-5211	160.00
				010-5218	160.00
H22-02457	Staples Technology Solution	01	District/Student Support/Ada Seto/black toner	010-4300	124.94
H22-02458	Tri County Office Furniture	01	E.O Green/Ergonomic/Jose Resendiz	010-4300	570.44
H22-02459	Headset Advisor	01	Parkview/Ergonomic/S. Brumwell	010-4300	195.73
H22-02460	Amazon Capital Service	12	Beach/ ELOG/ Supplies	010-4300	270.57
H22-02461	Amazon Capital Service	12	Beach/ ELOG/ Supplies	010-4300	138.05
H22-02462	Amazon Capital Service	01	District Office/color paper and envelopes	010-4300	430.57
H22-02463	Carnitas El Brother Mexican Grill	02	Ed. Services/Counselor/Supplies	010-4300	115.79
H22-02464	Office Depot School Division	26	Parkview/GF/Office Supplies	010-4300	1,267.32
H22-02465	Bjorem Speech Publication LLC	26	Parkview/ELOG/Speech Supplies	010-4300	173.81
H22-02466	Really Good Stuff	26	Parkview/ELOG/Classroom Supplies	010-4300	327.33
H22-02467	Really Good Stuff	26	Parkview/ELOG/Classroom Materials	010-4300	596.32
H22-02468	Super Duper Publications	26	Parkview/ELOG/Speech Materials	010-4300	86.05
H22-02469	The Hanen Center	26	Parkview/ELOG/Speech Materials	010-4300	52.20
H22-02470	Santa Barbara Zoo	28	LCFF/Field trip Mendoza/Corado	010-5800	225.50
H22-02471	Ventura Cty Business Machines	01	District Office/Typewriter service	010-5800	235.94
H22-02472	Amazon Capital Service	26	Parkview/ELOG/Speech Materials	010-4300	74.39
H22-02473	Amazon Capital Service	26	Parkview/ELOG/Speech Materials	010-4300	34.13
H22-02474	Amazon Capital Service	12	Beach/ LCFF/ Supplies	010-4300	105.90
H22-02475	Amazon Capital Service	12	Beach/ ELOG/ Supplies	010-4300	172.13
H22-02476	Amazon Capital Service	06	ASES/PKV/ Supplies	010-4300	84.81
H22-02477	Amazon Capital Service	20	Mat'ls/sup/ instruct/Title 1/ Budroe-Orozco	010-4300	272.22
H22-02478	Amazon Capital Service	20	LCFF/Mat'ls/sup/ intruct/	010-4300	647.21

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ESCAPE ONLINE

Includes 04/01/2022 - 04/30/2022						
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount	
H22-02479	Productive Corporation	01	District /Technology /Renewal	010-5800	678.76	
H22-02480	Perma Bound C/O Allen Elliott	26	Parkview/ELOG/Books	010-4200	488.82	
H22-02481	Guillermo Dominquez DBA Amigo Party Rental	16	Promotion	010-5800	2,265.84	
H22-02482	Worthington Direct	20	Mat'ls/sup instruct/ GF/Aldana-01	010-4400	584.69	
H22-02483	Frontline Technologies Group	01	DO/Services	010-5800	1,000.00	
H22-02484	Aswell Trophy	20	matl's/sup/school/Adm GF	010-4300	865.26	
H22-02485	Quill Corporation	FOT	FOT/Supplies	010-4300	555.69	
H22-02486	Apple Inc	01	District / H.R., / Supplies	010-4300	357.79	
				010-4400	1,412.66	
				010-5800	183.00	
H22-02487	Amazon Capital Service	18	Hathaway/ELOG/Books	010-4200	758.95	
H22-02488	Amazon Capital Service	24	Larsen/ELOG/Integrated units supplies	010-4300	948.31	
H22-02489	Amazon Capital Service	24	Larsen/ELOG/calming corner supplies	010-4200	48.30	
				010-4300	552.21	
H22-02490	Amazon Capital Service	18	Hathaway/ELOG/Books	010-4200	311.82	
H22-02491	Amazon Capital Service	18	Hathaway/ELOG/Materials	010-4200	489.09	
H22-02492	Amazon Capital Service	24	Larsen/ELOG/calming corner supplies	010-4300	274.27	
H22-02493	Amazon Capital Service	30	GF/Health Office supplies	010-4300	298.44	
H22-02494	Amazon Capital Service	18	Hathaway/ELOG/Books	010-4200	222.96	
H22-02495	Amazon Capital Service	18	Hathaway/ELOG/Books	010-4200	1,269.06	
H22-02496	Amazon Capital Service	18	Hathaway/ELOG/Supplies	010-4300	377.60	
H22-02497	Amazon Capital Service	24	Larsen/ELOG/Instructional books	010-4200	386.50	
H22-02498	Amazon Capital Service	03	PSS/Supplies for Stevie Brumwell & Student	010-4300	341.44	
H22-02499	Amazon Capital Service	12	Beach/ LCFF/ Supplies	010-4300	410.00	
H22-02500	Amazon Capital Service	14	Blackstock/LCFF/WorkLoad Reduction-Ayala	010-4300	73.23	
H22-02501	Amazon Capital Service	14	Blackstock/LCFF/Supplies	010-4300	1,053.01	
H22-02502	Amazon Capital Service	02	Ed Services/LCFF/MTSS Supplies	010-4300	724.11	
H22-02503	Amazon Capital Service	30	LCFF/Supplies	010-4300	480.70	
H22-02504	Amazon Capital Service	14	Blackstock/LCFF/Office Supplies	010-4300	253.92	
H22-02505	Office Depot School Division	03	PSS/Mailing Suplies	010-4300	174.00	
H22-02506	Lizette Edrosa	03	PSS/Protocols for Rebecca Ho	010-4300	176.13	
H22-02507	Quill Corporation	10	Bard/LCFF/Supplies	010-4300	2,135.72	
H22-02508	LessonPix, Inc	03	PSS/Group License	010-5800	1,958.40	
H22-02509	Bridging Voices-Uniendo Voces	01	Ed. Services/Translating-Professional Services	010-5800	1,045.20	

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ESCAPE ONLINE

Includes 04/01/2022 - 04/30/2022					
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02510	Cognitive Connections, LLP	03	PSS/Supplies for Stevie Brumwell	010-4300	42.20
H22-02511	Mark-It Place	14	Blackstock/LCFF/Spirit Wear	010-4300	2,640.03
H22-02512	Insect Lore	28	LCFF/Goal 1 Action18/Kinder classes	010-4300	116.89
H22-02513	PeeBee & Jay's	02	Ed. Servics/CSI/Newcomer Training/Refreshments	010-4300	376.40
H22-02514	Carnitas El Brother Mexican Grill	02	Ed. Servics/CSI/Newcomer Training/Refreshments	010-4300	97.97
H22-02515	Amazon Capital Service	02	Ed Services/LCFF/MTSS Supplies	010-4200	2,816.63
H22-02516	Read It Once Again LLC	03	PSS/Curriculum	010-4300	2,050.00
H22-02517	Aramsco Inc.	30	GF/Janitorial supplies	010-4300	1,986.22
H22-02518	California Lutheran University Attn Lydia Chung	24	Larsen/Title I	010-5200	1,333.00
H22-02519	Aramsco Inc.	30	GF/Custodial supplies	010-4300	1,049.84
H22-02520	Headset Advisor	22	Hueneme/Ergonomic/G. Guerrero	010-4300	304.45
H22-02521	Amazon Capital Service	10	Bard/ELOG/Supplies	010-4300	297.27
H22-02522	Amazon Capital Service	14	Blackstock/Title 1/Instructional Supplies	010-4300	18.56
H22-02523	Amazon Capital Service	14	Blackstock/Title 1/Instructional Supplies	010-4300	44.34
H22-02524	Amazon Capital Service	99	ELO/ Summer School/Supplies	010-4300	1,871.69
H22-02525	Amazon Capital Service	99	ELO/ Supplies	010-4300	2,139.77
H22-02526	Jordano's	08	Food Service/Supplies	130-4300	356.91
H22-02527	VCOE	10	Bard/Title 3/Conference	010-5200	250.00
H22-02528	Aramsco Inc.	24	Larsen/GF/ Custodial Supplies	010-4300	2,750.08
H22-02529	Brandis Stockman	99	ASES/ Supplies	010-4300	975.00
H22-02530	Teachers Pay Teachers	20	Mat'ls/sup/Title1/ Math-middletonTK	010-4300	305.89
H22-02531	Old Mission Santa Barbara	28	LCFF/Fieldtrip Gill/Cervantes 5/2/22	010-5800	206.00
H22-02532	MOXI, The Wolf Museum of Exploration & Innovation	10	Bard/USB/Fieldtrip	010-5800	234.00
H22-02533	Amazon Capital Service	12	Beach/ GF / Lounge Equipment	010-4300	131.09
H22-02534	Aramsco Inc.	22	Hueneme/Custodial Supply	010-4300	987.45
H22-02535	Quill Corporation	22	Hueneme Elementary/Workload Reduction/S.Camarena	010-4300	106.56
H22-02536	King Consulting	01	DO/Service	250-5800	4,400.00
H22-02537	Office Depot School Division	24	Larsen/GF/Admin supplies	010-4300	128.65
H22-02538	Medical Billing Technologies	03	PSS/MBT Backcasting	010-5800	17,500.00
H22-02539	Medical Billing Technologies	01	District/Service	010-5800	1,950.00
H22-02540	Amazon Capital Service	26	Parkview/ELOG/Classroom Materials	010-4300	361.50

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ESCAPE ONLINE

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Includes 04/01/2022 - 04/30/2022

PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02541	Amazon Capital Service	18	Hathaway/ELOG/Books, supplies	010-4200	669.43
				010-4300	30.28
H22-02542	Amazon Capital Service	22	Hueneme/LCFF/Supply	010-4300	123.92
H22-02543	Amazon Capital Service	12	Beach/ LCFF/ Supplies	010-4300	90.59
H22-02544	Amazon Capital Service	30	LCFF/Supplies Wrkld Reduct./Keelan	010-4300	319.18
H22-02545	Amazon Capital Service	01	School Academy/ELOG/Supplies	010-4300	2,652.09
H22-02546	Amazon Capital Service	18	Hathaway/ELOG/Supplies	010-4300	227.43
H22-02547	Amazon Capital Service	18	Hathaway/LCFF/Supplies	010-4300	109.79
H22-02548	Amazon Capital Service	22	Hueneme/LCFF/Supply	010-4300	112.16
H22-02549	Amazon Capital Service	14	Blackstock/ELOG/Classroom Supplie-Verardo	010-4300	467.06
H22-02550	Amazon Capital Service	30	ELOG/L.Hernandez	010-4200	209.25
H22-02551	Amazon Capital Service	26	Parkview/ELOG/Books	010-4200	56.96
H22-02552	Amazon Capital Service	24	Larsen/ELOG/Calming corner supplies	010-4300	475.13
H22-02553	Amazon Capital Service	24	Larsen/ELOG/Multicultural Books	010-4300	453.28
H22-02554	Amazon Capital Service	24	Larsen/ELOG/custodial supplies	010-4300	104.83
H22-02555	Amazon Capital Service	10	Bard/ELOG/Supplies	010-4300	137.45
H22-02556	Amazon Capital Service	30	ELOG/ Video bulletin	010-4300	479.40
H22-02557	Amazon Capital Service	22	Hueneme/Workload Reduction/LCFF/Osman	010-4300	103.29
H22-02558	Amazon Capital Service	16	ELOG	010-4300	72.03
H22-02559	Amazon Capital Service	16	Elog	010-4300	294.87
H22-02560	Amazon Capital Service	16	Chess Club	010-4300	261.71
H22-02561	Amazon Capital Service	16	Staff Appreciation	010-4300	271.74
H22-02562	Amazon Capital Service	16	GF/LATE workload Reduction	010-4300	550.96
H22-02563	Gander Publishing Inc.	01	parkview/ELOG/ supplies/Sutherland	010-4300	62.18
H22-02564	Coughlan Companies LLC	01	parkview/ELOG&LCFF/ supplies/Byers	010-4300	1,299.00
H22-02565	Free Spirit	30	ELOG/ L.Hernandez Counselor	010-4200	308.64
H22-02566	Lakeshore Store #038	10	Bard/ELOG/Supplies	010-4300	1,537.39
H22-02567	Uline	22	Hueneme/LCFF/Supply	010-4300	157.10
H22-02568	Scholastic	22	Hueneme/LCFF/Books	010-4200	93.80
H22-02569	Playworks Education Energized	12	Beach/ Elog/ Services	010-5800	8,500.00
H22-02570	School Nurse Supply INC.	26	Parkview/LCFF/Nurse Supplies	010-4300	147.36
H22-02571	Gopher Sport	24	Larsen/ELOG/ playground supplies	010-4300	224.31
H22-02572	Constructive Playthings	24	Larsen/ELOG/School Admin Supplies	010-4400	644.58

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Includes 04/01/2022 - 04/30/2022					
PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02573	AramSCO Inc.	14	Blackstock/Custodial/AramSCO	010-4300	402.27
H22-02574	Lakeshore Store #038	28	ELOG/Classroom supplies Corado,KinderM.Hernandez	010-4300	2,454.34
H22-02575	Lakeshore Store #038	28	ELOG/Classroom Supplies Cekosky	010-4300	2,093.77
				010-4400	760.16
H22-02576	Office Depot School Division	14	Blackstock/ELOG/ Instructional supplies-Leal	010-4300	1,617.06
H22-02577	Hawthorne Educational Services	14	Blackstock/LCFF/ Social-Emotional Resources	010-4300	557.18
H22-02578	School Specialty, LLC	28	ELOG/Classroom Supplies	010-4300	78.20
H22-02579	School Savers Corporation	14	Blackstock/ELOG/Science Department	010-4300	1,167.21
H22-02580	Office Depot School Division	28	LCFF/Office Supplies	010-4300	472.86
H22-02581	Insect Lore	10	Bard/ELOG/Supplies	010-4300	63.30
H22-02582	Jostens Inc	16	Promotion	010-4300	2,385.00
H22-02583	Anderson's	16	8th Grade Promotion	010-4300	265.17
H22-02584	Green EconoME	14	FOT/Service	010-5800	900.00
H22-02585	Venco Electric Inc	24	Service/Larsen Main Breaker	010-5600	9,400.00
H22-02586	Affordable Table and Chair	14	Blackstock/Promotion/Rental of Chairs	010-5800	3,667.00
H22-02587	Turf Renovation Machinery	FOT	FOT/Supplies	010-4300	704.69
H22-02588	Champion Teamwear	16	Cheer Club	010-4300	816.82
H22-02589	School Health Corporation	20	Mat'ls/sup/school/Adm/GF	010-4300	921.00
H22-02590	Ventura County Star	08	Food service/Professional Services	130-5800	540.62
H22-02591	The Markerboard People	28	ELOG/Hueneme at Home/supplies	010-4300	7,536.38
H22-02592	STS education	28	ELOG/Hueneme at Home/Sound accessories	010-4300	6,354.81
H22-02593	Maad Graphics	18	Hathaway/Gen Fund/T-shirts	010-4300	633.10
H22-02594	Aswell Trophy	12	Beach/ GF/ Name tags	010-4300	26.22
H22-02595	Atlantis Utility	01	Cameras installation/EO Green	010-4300	1,903.13
				010-5800	10,532.50
H22-02596	Amsterdam Printing	12	Beach/ GF/ Staff Appreciation Week Supplies	010-4300	194.41
H22-02597	Atlantis Utility	01	Verkada Cameras/EO Green	010-4400	17,930.25
				010-5800	5,990.00
H22-02598	Isom Advisors	01	DO/Service	010-5800	5,075.00
H22-02599	Santa Barbara Zoo	18	Hathaway/Field Trip/Students	010-5800	315.00
H22-02600	Amazon Capital Service	20	Emergency supplies/GF/Adm/	010-4300	96.13
H22-02601	Amazon Capital Service	14	Blackstock/CSI/Math Department	010-4300	1,116.36
H22-02602	Amazon Capital Service	18	Hathaway/ELOG/Books	010-4200	321.52
H22-02603	Amazon Capital Service	18	Hathaway/ELOG/Supplies	010-4300	644.15
H22-02604	Amazon Capital Service	18	Hathaway/ELOG/Supplies	010-4300	2,376.30

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ESCAPE ONLINE

Includes 04/01/2022 - 04/30/2022

PO Number	Vendor Name	Site	Description	Fund Object	Account Amount
H22-02605	Amazon Capital Service	12	Beach/ LCFF-Elog/ Supplies	010-4300	314.72
H22-02606	Amazon Capital Service	24	Larsen/ELOG/multicultural books	010-4200	395.08
H22-02607	Amazon Capital Service	24	Larsen/ELOG/ Instructional Supplies	010-4300	1,349.17
H22-02608	Amazon Capital Service	30	ELOG/L.Hernandez	010-4300	185.71
H22-02609	Amazon Capital Service	20	Instruct/ASA1/title1/1st grade level	010-4200	1,684.44
H22-02610	Amazon Capital Service	20	Mat'ls/sup/instruct/Title1/Counselors activities	010-4200	184.79
				010-4300	913.16
H22-02611	Amazon Capital Service	20	Mat'ls/sup/instruct/Title1/RPSsiva	010-4300	223.59
H22-02612	Amazon Capital Service	24	Larsen/ELOG/ calming corner supplies	010-4300	33.83
H22-02613	Amazon Capital Service	16	Title 1	010-4300	783.32
H22-02614	Amazon Capital Service	16	LCFF	010-4300	262.09
H22-02615	Amazon Capital Service	16	WEB	010-4300	64.39
H22-02616	Amazon Capital Service	24	Larsen/ELOG/Instructional Supplies	010-4300	78.65
H22-02617	Parent Project Inc	14	Blackstock/Title 1/Parent Project	010-4300	1,168.65
H22-02618	West Music Company, Inc.	24	Larsen/ELOG/Instructional supplies	010-4300	341.41
H22-02619	School Outfitters	30	ELOG/L.Hernandez	010-4300	1,428.38
H22-02620	Pamela Gunther DBA Fit and Fun Playscapes LLC	30	ELOG/L.Hernandez	010-4300	396.58
				010-4400	1,567.10
H22-02621	Insect Lore	24	Larsen/LCFF/Instructional supplies	010-4300	275.37
H22-02622	Lifeline Capital, LLC	30	ELOG/L.Hernandez	010-4300	479.61
H22-02623	National Autism Resources	30	ELOG/L.Hernandez	010-4300	326.48
H23-00001	The Vision Board, LLC	02	Ed Services/LCFF/Registration	010-5200	2,995.00
H23-00002	Martin Alberto Gonzalez	02	Ed Services/LCFF/Speaker for MTSS	010-5800	6,000.00
Total Number of POs				239	Total 359,579.38
Total Fiscal Year 2022				350,584.38	
Total Fiscal Year 2023				8,995.00	

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00016	71,375.00	010-4300	General Fund/Materials and Supplies	28,964.64
B22-00016	71,375.00	010-6400	General Fund/Equipment	191.37
Total PO B22-00016				29,156.01

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Includes 04/01/2022 - 04/30/2022

PO Changes (continued)

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B22-00120	23,700.00	130-5600	Cafeteria Fund/Repairs	7,872.75
B22-00122	12,937.50	010-4300	General Fund/Materials and Supplies	5,398.91
B22-00144	2,047.20	010-5900	General Fund/Communications	471.75
B22-00185	125,130.68	010-5501	General Fund/Utilities-Trash	20,087.12
B22-00192	39,000.00	010-5502	General Fund/Utilities-Water/Sewer	14,737.50
B22-00194	72,625.00	010-4300	General Fund/Materials and Supplies	16,312.50
B22-00194	72,625.00	010-5600	General Fund/Repairs	11,666.08
			Total PO B22-00194	27,978.58
B22-00201	3,500.00	010-5800	General Fund/Professnl/Consult Serv & Opera	940.00
B22-00226	17,580.63	010-5800	General Fund/Professnl/Consult Serv & Opera	9,080.63
B22-00237	196,001.00	010-5100	General Fund/Subagreements Contracts	32,501.00
B22-00239	59,000.00	010-5800	General Fund/Professnl/Consult Serv & Opera	23,000.00
B22-00245	83,500.00	010-5800	General Fund/Professnl/Consult Serv & Opera	43,500.00
H22-01179	54,692.40	010-5800	General Fund/Professnl/Consult Serv & Opera	15,000.00
H22-01751	20,800.00	010-5800	General Fund/Professnl/Consult Serv & Opera	3,200.00
H22-02090	972.16	010-4300	General Fund/Materials and Supplies	113.48
H22-02244	510.87	010-4300	General Fund/Materials and Supplies	341.23
			Total PO Changes	233,378.96

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Checks Dated 04/01/2022 through 04/30/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051532	04/04/2022	A-Z Bus Sales	010-4300		224.89
5002051533	04/04/2022	All City Mgmt Services, Inc.	010-5800		2,042.40
5002051534	04/04/2022	Amazon Capital Service	010-4300		2,016.31
5002051535	04/04/2022	Apple Inc	010-4300		299.00
5002051536	04/04/2022	Aramco Inc.	010-4300		9,617.87
5002051537	04/04/2022	Aswell Trophy	010-4300		360.20
5002051538	04/04/2022	Barnes & Noble Inc	010-4200	1,701.65	
			Unpaid Tax	23.26-	1,678.39
5002051539	04/04/2022	BDJtech	010-4300	1,093.75	
			010-4400	3,099.38	
			010-5800	556.00	4,749.13
5002051540	04/04/2022	Castle Air Inc	010-5600		11,775.21
5002051541	04/04/2022	CDW-G (Chicago)	010-4300		190.10
5002051542	04/04/2022	Dan Robinson Law P.C	010-5815		8,700.00
5002051543	04/04/2022	Demco Inc	010-4300		97.04
5002051544	04/04/2022	Ewing Irrigation Products Inc.	010-4300	727.36	
			010-6400	1,022.55	
			Unpaid Tax	16.06-	1,733.85
5002051545	04/04/2022	Ford of Ventura	010-5600		3,047.25
5002051546	04/04/2022	Gold Coast Glass Inc	010-5600		868.85
5002051547	04/04/2022	Standard Plumbing Supply Co	010-4300		18.14
5002051548	04/04/2022	Hensons Music Store	010-4300		461.80
5002051549	04/04/2022	GoTo Communications, Inc.	010-5903		9,163.85
5002051550	04/04/2022	knowBe4 Inc.	010-5800		15,135.12
5002051551	04/04/2022	Lakeshore Learning Materials	010-4200	798.62	
			010-4300	857.33	1,655.95
5002051552	04/04/2022	MJP Technologies	010-5800		2,906.75
5002051553	04/04/2022	Mobile Mini Inc	010-5699		160.70
5002051554	04/04/2022	Office Depot	010-4300		400.58
5002051555	04/04/2022	Positive Promotions	010-4300		127.77
5002051556	04/04/2022	School Specialty, LLC	010-4300		81.55
5002051557	04/04/2022	Sinclair Sanitary Supply Inc	010-4300		248.70
5002051558	04/04/2022	STAR of CA,ERA Ed	010-5800		47,461.94
5002051559	04/04/2022	Teachers Synergy LLC	010-4300		853.49
5002051560	04/04/2022	Tools4ever	010-5800		16,823.25
5002051561	04/04/2022	Tri County Office Furniture	010-4400	549.53	
			010-5800	92.86	642.39
5002051562	04/04/2022	Unity School Bus Parts	010-4300	2,028.48	
			Unpaid Tax	147.83-	1,880.65
5002051563	04/04/2022	Ventura County Auto Suppy	010-4300		69.27
5002051564	04/05/2022	Hernandez, Laura C	010-4300		182.73
5002051565	04/05/2022	Granado, Maria	010-4200	12.01	
			010-4300	255.90	267.91
5002051566	04/05/2022	Guerrero, Enrique	010-4300		134.68
5002051567	04/05/2022	Gaxiola, Pauline	010-4300		31.22
5002051568	04/05/2022	Delgado, Cynthia J	010-4300		99.84
5002051569	04/05/2022	Lewis, Melissa	010-4300		90.19

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051570	04/05/2022	Jimenez, Evelyn	010-4300		408.09
5002051571	04/05/2022	Perez, Felicitas	010-4300		183.36
5002051572	04/05/2022	Maxwell, Bonnie	010-5800		96.00
5002051573	04/05/2022	Benitez, Lucero	010-4300	109.72	
			010-5200	250.00	359.72
5002051574	04/05/2022	Bautista, Guadalupe	010-4300		250.00
5002051575	04/05/2022	Amazon Capital Service	010-4200	940.45	
			010-4300	6,232.88	7,173.33
5002051576	04/05/2022	American Express Attn Payment Processing	010-4200	1,906.32	
			010-4300	6,807.39	
			010-5200	54.67	
			010-5211	450.00	
			010-5218	2,520.56	
			010-5800	1,492.20	
			010-5900	29.52	13,260.66
5002051577	04/05/2022	AramSCO Inc.	010-4300		2,778.00
5002051578	04/05/2022	Barnes & Noble Inc	010-4200	2,741.23	
			Unpaid Tax	37.64-	2,703.59
5002051579	04/05/2022	Riverside Insights	010-4300		2,566.16
5002051580	04/07/2022	Maria Silva	010-8699		1,213.86
5002051581	04/07/2022	Wilivaldo Izazaga DBA ALWI Pest Control	010-5500		1,200.00
5002051582	04/07/2022	Amazon Capital Service	010-4300		2,270.26
5002051583	04/07/2022	Apptegy Inc.	010-5800		23,300.00
5002051584	04/07/2022	AramSCO Inc.	010-4300		703.74
5002051585	04/07/2022	Castle Air Inc	010-5600		2,165.00
5002051586	04/07/2022	CMH Centers for Family Health	010-5800		1,180.00
5002051587	04/07/2022	Coastal Pipco	010-4300		125.29
5002051588	04/07/2022	Crisis Prevention Institute	010-5300		200.00
5002051589	04/07/2022	Crown Castle Fiber LLC	010-5903		2,630.67
5002051590	04/07/2022	CSM Consulting Inc	010-5800		4,825.00
5002051591	04/07/2022	CyberCopy Inc.	010-4300		75.00
5002051592	04/07/2022	Don & Tom's Front End & Brake	010-5600		710.96
5002051593	04/07/2022	Fence Factory	010-4300		2,087.81
5002051594	04/07/2022	Foundation Building Materials	010-4300		1,366.06
5002051595	04/07/2022	Frontier Communications	010-5903		1,739.58
5002051596	04/07/2022	Green EconoME	010-5800		1,800.00
5002051597	04/07/2022	Heinemann Library	010-4100		18,757.47
5002051598	04/07/2022	Standard Plumbing Supply Co	010-4300		15.59
5002051599	04/07/2022	Heinemann	010-5800		12,000.00
5002051600	04/07/2022	King Consulting	010-5800		601.25
5002051601	04/07/2022	Office Depot	010-4300		36.51
5002051602	04/07/2022	Perma Bound	010-4200		75.99
5002051603	04/07/2022	Reel Anglers Fishing Show	010-5800		3,000.00
5002051604	04/07/2022	Sierra Natural Science Inc.	010-4300		3,261.96
5002051605	04/07/2022	Sinclair Sanitary Supply Inc	010-4300		46.11

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Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051606	04/07/2022	Time Warner Cable	010-5903		624.09
5002051607	04/11/2022	Granado, Maria	010-4300		833.03
5002051608	04/11/2022	Bruno, Darlene	010-5218		36.41
5002051609	04/11/2022	Hunter, Stacy M	010-4300		394.45
5002051610	04/11/2022	Barragan, Jose A	010-4300		250.00
5002051611	04/11/2022	Morales, Juan	010-4300		66.64
5002051612	04/11/2022	Melero, Nanette M	010-4300		499.67
5002051613	04/11/2022	A-Z Bus Sales	010-4300		1,447.19
5002051614	04/11/2022	Amazon Capital Service	010-4200	857.79	
			010-4300	2,675.73	
			130-4300	73.09	3,606.61
5002051615	04/11/2022	American Flag Pole	010-4300	194.45	
			Unpaid Tax	15.65-	178.80
5002051616	04/11/2022	Aramco Inc.	010-4300		2,702.10
5002051617	04/11/2022	Art Trek	010-5800		2,520.00
5002051618	04/11/2022	Castle Air Inc	130-5600		3,892.70
5002051619	04/11/2022	Coastal Pipco	010-4300		635.94
5002051620	04/11/2022	Culligan of Ventura County	010-5699		43.00
5002051621	04/11/2022	Daniels Tire Service	010-5600		75.00
5002051622	04/11/2022	Dave Bang Associates Inc	010-4400		23,044.40
5002051623	04/11/2022	Food Safety Systems	130-5800		3,235.00
5002051624	04/11/2022	Heinemann Library	010-4100		8,238.35
5002051625	04/11/2022	Standard Plumbing Supply Co	010-4300		9.81
5002051626	04/11/2022	Heinemann	010-4200		765.60
5002051627	04/11/2022	Lakeshore Learning Materials	010-4300		1,801.24
5002051628	04/11/2022	Mobile Mini Inc	010-5699		317.68
5002051629	04/11/2022	Monet Construction, Inc.	010-6200		339,256.41
5002051630	04/11/2022	Office Depot	010-4300		82.39
5002051631	04/11/2022	Oriental Trading Co Inc	010-4300		102.17
5002051632	04/11/2022	Scholastic	010-4300		329.48
5002051633	04/11/2022	School Specialty, LLC	010-4300		246.00
5002051634	04/11/2022	Silvas Oil Company Inc	010-4300		6,730.09
5002051635	04/11/2022	Sinclair Sanitary Supply Inc	010-4300		137.77
5002051636	04/11/2022	So Ca Gas Company	010-4300		13.00
5002051637	04/11/2022	Western Exterminator	010-5500		243.50
5002051638	04/12/2022	Daniel Fowler DBA Acorn Appliance Service	130-5600		317.95
5002051639	04/12/2022	Amazon Capital Service	010-4200	15,315.38	
			010-4300	11,293.38	26,608.76
5002051640	04/12/2022	Castle Air Inc	010-5600		14,491.54
5002051641	04/12/2022	Curriculum Assoc Inc	010-4300		353.23
5002051642	04/12/2022	ReadyRefresh by Nestle	010-4300		754.11
5002051643	04/12/2022	Staples Technology Solution	010-4300		1,418.96
5002051644	04/12/2022	State Of California (DOJ) Dept of Justice Acctg Office	010-5800		512.00
5002051645	04/13/2022	Andy Perez	010-5800		150.00
5002051646	04/13/2022	Balfour Beatty	216-5800		28,800.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051647	04/13/2022	BDJtech	010-4400	3,099.38	
			010-5800	556.00	3,655.38
5002051648	04/13/2022	CASP	010-5200		478.00
5002051649	04/13/2022	Castle Air Inc	010-5600		3,950.49
5002051650	04/13/2022	Channel Isl Beach Community Services District	010-5502		4,301.68
5002051651	04/13/2022	City Of Pt Hueneme Attn Finance Dept.	010-5800		3,363.60
5002051652	04/13/2022	Constructive Playthings	010-4400		827.58
5002051653	04/13/2022	Don Johnston Incorporated	010-4300		1,944.00
5002051654	04/13/2022	Dugmore & Duncan Of California	010-4300		266.17
5002051655	04/13/2022	Ewing Irrigation Products Inc.	010-4300		109.96
5002051656	04/13/2022	Standard Plumbing Supply Co	010-4300		52.57
5002051657	04/13/2022	HopSkipDrive Inc.	010-5800		1,374.34
5002051658	04/13/2022	KENCO Construction Services	216-6200		18,360.00
5002051659	04/13/2022	Office Depot	010-4300		484.92
5002051660	04/13/2022	Pacificom	010-5600		1,075.19
5002051661	04/13/2022	Scholastic	010-4200		2,251.58
5002051662	04/13/2022	Sinclair Sanitary Supply Inc	010-4300		254.00
5002051663	04/13/2022	Southwinds Transportation	010-5800		2,451.20
5002051664	04/13/2022	Staples Technology Solution	010-4300		349.99
5002051665	04/13/2022	Staples Advantage	010-4300		56.70
5002051666	04/13/2022	Teachers Synergy LLC	010-4300		294.37
5002051667	04/13/2022	Underwood Farm Market LLC DBA Tierra Rejada	010-5800		384.00
5002051668	04/13/2022	United Parcel Service	010-5900		72.00
5002051669	04/13/2022	Unity School Bus Parts	010-4300		29.74
5002051670	04/13/2022	Welch Allyn Inc.	010-4300	220.89	
			010-5600	492.83	713.72
5002051671	04/19/2022	Advantage Telecom	010-5903		116.59
5002051672	04/19/2022	AT&T Mobility	010-5909		632.59
5002051673	04/19/2022	City Of Pt Hueneme	010-5502		12,811.31
5002051674	04/19/2022	Dance 4 Wellness	010-5800		10,800.00
5002051675	04/19/2022	Driftwood Dairy Inc.	130-9321		51,420.20
5002051676	04/19/2022	E.J.Harrison & Sons Inc.	010-5501		93.00
5002051677	04/19/2022	Elemental Hardware Inc.	010-5100	71,956.51	
			010-5800	9,043.49	81,000.00
5002051678	04/19/2022	Gold Star Foods Inc	130-5600	228.00	
			130-9321	78,523.45	78,751.45
5002051679	04/19/2022	Innoseal Systems Inc.	130-4300	1,438.26	
			130-5800	139.29	
			Unpaid Tax	116.55-	1,461.00
5002051680	04/19/2022	Jordano's	130-9321		82,382.21
5002051681	04/19/2022	Main Electric Supply Company	010-4300	3,468.99	
			Unpaid Tax	3.76-	3,465.23
5002051682	04/19/2022	Office Depot	010-4300		44.45
5002051683	04/19/2022	P & R Paper Supply Inc.	130-9329		22,909.40

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051684	04/19/2022	Pete's Road Service , Inc.	010-5600		463.02
5002051685	04/19/2022	Really Good Stuff	010-4300		69.84
5002051686	04/19/2022	Santa Barbara Zoo	010-5800		225.50
5002051687	04/19/2022	Staples Advantage	010-4300		510.87
5002051688	04/19/2022	Ventura Cty Business Machines	010-5800		235.94
5002051689	04/21/2022	Keith Alan Johnson	010-5800		17,276.10
5002051690	04/21/2022	A-1 Truck & Equipment	010-5600		163.25
5002051691	04/21/2022	A-Z Bus Sales	010-4300		1,278.69
5002051692	04/21/2022	Daniel Fowler DBA Acorn Appliance Service	130-5600		1,423.69
5002051693	04/21/2022	Airgas West	010-5699		66.85
5002051694	04/21/2022	Amazon Capital Service	010-4200	704.79	
			010-4300	4,929.15	
			Unpaid Tax	.04-	5,633.90
5002051695	04/21/2022	Atkinson, Andelson, Loya Ruud and Romo	010-5815		77.44
5002051696	04/21/2022	Boys & Girls Clubs of Greater Oxnard and Port Hueneme	010-5800		56,829.07
5002051697	04/21/2022	Carnitas El Brother Mexican Grill	010-4300		313.06
5002051698	04/21/2022	Castle Air Inc	010-5600		4,035.50
5002051699	04/21/2022	City Of Oxnard	010-5502		27,906.78
5002051700	04/21/2022	City of Oxnard Rec & Community Svcs	010-5800		90.00
5002051701	04/21/2022	Daniels Tire Service	010-5600		165.00
5002051702	04/21/2022	EdTheory	010-5100		5,655.00
5002051703	04/21/2022	Federal Express	010-5900		120.37
5002051704	04/21/2022	FG Wilcox Inc	010-4300		35.53
5002051705	04/21/2022	Food Safety Systems	130-5800		1,500.00
5002051706	04/21/2022	Frontier Communications	010-5903		926.39
5002051707	04/21/2022	GHS Garcia Hernandez Sawhney	010-5815		5,870.95
5002051708	04/21/2022	GLS US	010-5800		98.34
5002051709	04/21/2022	Headset Advisor	010-4300		195.73
5002051710	04/21/2022	Home Depot	010-4300		4,208.58
5002051711	04/21/2022	Hose Man Inc	010-4300		34.89
5002051712	04/21/2022	FLISA ATTN Finance Dept	010-5211	160.00	
			010-5218	160.00	320.00
5002051713	04/21/2022	Live Scan Ventura	010-5800		320.00
5002051714	04/21/2022	Main Electric Supply Company	010-4300		247.20
5002051715	04/21/2022	Fredd Sanchez Mariachi Clothing Company	010-4300	18,555.59	
			010-4400	1,361.25	19,916.84
5002051716	04/21/2022	Oxnard Pipe & Supply	010-4300		3,809.00
5002051717	04/21/2022	Pacificom	010-5600		267.00
5002051718	04/21/2022	Paradise Chevrolet	010-4300		6,584.40
5002051719	04/21/2022	Port Hueneme Marine Supply Co	010-4300		797.29
5002051720	04/21/2022	School Specialty, LLC	010-4300		1,616.25
5002051721	04/21/2022	Superior Sanitary Supplies	010-4300		327.55

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Checks Dated 04/01/2022 through 04/30/2022

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5002051722	04/21/2022	U.S. Bank Corporate Payment Systems	010-4300	4,637.34	
			010-5200	1,390.00	
			010-5300	180.00	
			010-5699	181.13	
			010-5800	520.40	6,908.87
5002051723	04/25/2022	A-Z Bus Sales	010-4300		46.09
5002051724	04/25/2022	All City Mgmt Services, Inc.	010-5800		2,042.40
5002051725	04/25/2022	Guillermo Dominquez DBA Amigo Party Rental	010-5800		1,132.92
5002051726	04/25/2022	Apple Inc	010-4300		6,474.50
5002051727	04/25/2022	Aramsco Inc.	010-4300		21,057.84
5002051728	04/25/2022	Assistance League School	010-5100		13,800.00
5002051729	04/25/2022	Aswell Trophy	010-4300		548.44
5002051730	04/25/2022	ATDLE,c/oMWH Management Ser.	010-5200		2,000.00
5002051731	04/25/2022	Barco's Outdoor Products	010-4400		3,209.48
5002051732	04/25/2022	Blick Art Materials	010-4300		501.29
5002051733	04/25/2022	Bridging Voices-Uniendo Voces	010-5800		1,045.20
5002051734	04/25/2022	Carnitas El Brother Mexican Grill	010-4300		97.97
5002051735	04/25/2022	Castle Air Inc	010-5600		7,966.15
5002051736	04/25/2022	Champion Teamwear	010-4300		3,899.48
5002051737	04/25/2022	City of Oxnard ATTN City Corps	010-5100	197,752.31	
			010-5800	4,807.75	202,560.06
5002051738	04/25/2022	City Of Pt Hueneme Attn Finance Dept.	010-5800		2,192.40
5002051739	04/25/2022	California Lutheran University Calif. Reading & Literature	010-5200		1,333.00
5002051740	04/25/2022	Community Products LLC	010-4300		500.25
5002051741	04/25/2022	SAGE Publications Inc.	010-5800		6,500.00
5002051742	04/25/2022	Cover One Inc.	010-4300	129.71	
			Unpaid Tax	9.81-	119.90
5002051743	04/25/2022	Dex Imaging	010-4300		7,337.65
5002051744	04/25/2022	DocuProducts	010-4300		76.45
5002051745	04/25/2022	Standard Plumbing Supply Co	010-4300		6.54
5002051746	04/25/2022	Kwang Sung Lee DBA K & S Lawnmower	010-4300		30.43
5002051747	04/25/2022	Kelly Paper Store	010-4300		3,655.69
5002051748	04/25/2022	Mark-It Place	010-4300	2,640.03	
			Unpaid Tax	48.33-	2,591.70
5002051749	04/25/2022	Markerboard People	010-4300	51.23	
			Unpaid Tax	3.48-	47.75
5002051750	04/25/2022	MJP Technologies	010-4300	34,393.13	
			010-5800	2,500.00	36,893.13
5002051751	04/25/2022	Mobile Mini Inc	010-5699		191.23
5002051752	04/25/2022	National Business Furniture	010-4400		19,232.01
5002051753	04/25/2022	PeeBee & Jay's	010-4300		376.40
5002051754	04/25/2022	19six Architects	216-6200		7,830.00

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Checks Dated 04/01/2022 through 04/30/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051755	04/25/2022	ReadyRefresh by Nestle	130-4300		43.60
5002051756	04/25/2022	Scholastic	010-4200	12,263.42	
			Unpaid Tax	53.72-	12,209.70
5002051757	04/25/2022	Sinclair Sanitary Supply Inc	010-4300		761.42
5002051758	04/25/2022	So Ca Gas Company	010-5507		4,899.09
5002051759	04/25/2022	Soliant Health	010-5100		10,687.50
5002051760	04/25/2022	Therapy Travelers	010-5100		15,680.00
5002051761	04/25/2022	Time Warner Cable	010-5903		1,369.78
5002051762	04/25/2022	VCOE	010-5100		75,629.90
5002051763	04/25/2022	Western Psychological Services	010-4300		335.50
5002051764	04/26/2022	A-Z Bus Sales	010-4300	2,097.85	
			010-5600	1,519.58	3,617.43
5002051765	04/26/2022	Bridging Voices-Uniendo Voces	010-5100		7,473.00
5002051766	04/26/2022	Castle Air Inc	130-5600		1,576.80
5002051767	04/26/2022	Dave Bang Associates Inc	010-4300		4,221.46
5002051768	04/26/2022	City Of Oxnard/Treasurer Del Norte Regional Recycling	010-5501		93.40
5002051769	04/26/2022	E.J.Harrison & Sons Inc.	010-5501		10,043.56
5002051770	04/26/2022	Half-Pint Kids, Inc.	010-4200	4,121.28	
			Unpaid Tax	319.68-	3,801.60
5002051771	04/26/2022	Kagan Publishing & Professiona Attn: Accounts Receivable	010-4300		1,957.50
5002051772	04/26/2022	Lakeshore Learning Materials	010-4300		3,356.22
5002051773	04/26/2022	MOXI, The Wolf Museum of Exploration & Innovation	010-5800		234.00
5002051774	04/26/2022	Office Depot	010-4400		1,141.86
5002051775	04/26/2022	Paradise Chevrolet	010-4300		180.26
5002051776	04/26/2022	Port Hueneme Marine Supply Co	010-4300		535.87
5002051777	04/26/2022	Prime Masonry Materials	010-4300		22.68
5002051778	04/26/2022	Read It Once Again LLC	010-4300		2,050.00
5002051779	04/26/2022	Old Mission Santa Barbara	010-5800		206.00
5002051780	04/26/2022	Savvas Learning Company LLC	010-4300		3,437.59
5002051781	04/26/2022	Scholastic (book Club)	010-4300		6,061.59
5002051782	04/26/2022	Scholastic	010-4200	6,499.64	
			Unpaid Tax	88.59-	6,411.05
5002051783	04/26/2022	School Outfitters	010-4300	2,873.11	
			010-4400	5,336.65	8,209.76
5002051784	04/26/2022	School Specialty, LLC	010-4300		1,243.37
5002051785	04/26/2022	Silvas Oil Company Inc	010-4300		4,199.68
5002051786	04/26/2022	Sinclair Sanitary Supply Inc	010-4300		1,205.34
5002051787	04/26/2022	Staples Technology Solution	010-4300		349.99
5002051788	04/26/2022	Voyager Sopris Learning	010-4200	104.41	
			010-5200	800.10	
			010-5800	2,439.01	3,343.52
5002051789	04/26/2022	Western Psychological Services	010-4300		14,472.59
5002051790	04/28/2022	Metro Expresslanes Service Cen ter	010-4300		4.95
5002051791	04/28/2022	Burke, Maria	010-5900		20.40

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051792	04/28/2022	Haines, Heidi	010-4300		218.79
5002051793	04/28/2022	Castellano, David	010-4200		160.33
5002051794	04/28/2022	Aipa, Raven G	010-4300		31.10
5002051795	04/28/2022	Carino, Joanna S	130-4300		660.49
5002051796	04/28/2022	Johnsen, Betty C	010-4300		76.77
5002051797	04/28/2022	Gomez, Vincent	010-5800		563.00
5002051798	04/28/2022	Garcia, Hugo	010-4300		250.00
5002051799	04/28/2022	Pariso, Rebecca	010-4300	50.07	
			010-5200	991.96	1,042.03
5002051800	04/28/2022	Leon, Almacynthia	010-4300		239.98
5002051801	04/28/2022	Ramirez, Jessica	010-4200		218.56
5002051802	04/28/2022	Homokay, Barbara D	010-4300		792.01
5002051803	04/28/2022	Addison Behavioral Resources	010-5100		9,812.64
5002051804	04/28/2022	Aatish Gehani	010-4300	273.13	
			Unpaid Tax	4.63-	268.50
5002051805	04/28/2022	Wilivaldo Izazaga DBA ALWI Pest Control	010-5500		1,200.00
5002051806	04/28/2022	Boys & Girls Clubs of Greater Oxnard and Port Hueneme	010-5800		808.82
5002051807	04/28/2022	Casa Pacifica	010-5100	7,324.10	
			010-5800	2,469.88	9,793.98
5002051808	04/28/2022	CDW-G (Chicago)	010-4300		101.92
5002051809	04/28/2022	Demco Inc	010-4300		91.61
5002051810	04/28/2022	Dempsey Road Mutual Water Co	010-5502		2,320.00
5002051811	04/28/2022	Dunn-Edwards Corp	010-4300		188.08
5002051812	04/28/2022	EdTheory	010-5100		5,655.00
5002051813	04/28/2022	Elemental Hardware Inc.	010-5800		1,800.00
5002051814	04/28/2022	First Book	010-4200		217.82
5002051815	04/28/2022	Frontline Technologies Group	010-5800		1,000.00
5002051816	04/28/2022	GLS US	010-5800		25.51
5002051817	04/28/2022	Hatching Results	010-5800		35,000.00
5002051818	04/28/2022	Inclusive Education & Comm	010-5800		7,899.12
5002051819	04/28/2022	Jordano's	130-4300		356.91
5002051820	04/28/2022	Kwang Sung Lee DBA K & S Lawnmower	010-4300		282.35
5002051821	04/28/2022	Lakeshore Learning Materials	010-4200		305.90
5002051822	04/28/2022	Main Electric Supply Company	010-4300		12,083.22
5002051823	04/28/2022	McCarty & Sons Towing	010-5600		400.00
5002051824	04/28/2022	Medical Billing Technologies	010-5800		1,950.00
5002051825	04/28/2022	Parent Project Inc Payment Processing	010-4300		135.24
5002051826	04/28/2022	Pioneer Healthcare Service	010-5100		15,456.00
5002051827	04/28/2022	S.T.A.R Academy	010-5800		913.75
5002051828	04/28/2022	School Specialty, LLC	010-4300		430.54
5002051829	04/28/2022	Seaside Speech Therapy Inc.	010-5100		5,389.65
5002051830	04/28/2022	Shred-It USA	010-5800		221.79
5002051831	04/28/2022	So Ca Edison Co	010-5506		96.95

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ESCAPE ONLINE

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Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5002051832	04/28/2022	Staples Technology Solution	010-4300		721.34
5002051833	04/28/2022	STAR of CA,ERA Ed	010-5800		66,440.48
5002051834	04/28/2022	Tax Deferred Solutions	010-9533	192,267.86	
			010-9539	1,550.00	193,817.86
5002051835	04/28/2022	United Parcel Service	010-5900		72.00
5002051836	04/28/2022	VCOE	010-5800		2,350.00
5002051837	04/28/2022	VCOE	010-5800		500.00
5002051838	04/28/2022	VCOE	010-5200		250.00
5002051839	04/28/2022	VCOE	010-5200		250.00
5002051840	04/28/2022	VCOE	010-5200		250.00
5002051841	04/28/2022	Ventura County Auto Supply	010-4300		292.63
5002051842	04/28/2022	Western Exterminator	010-5500		243.50
Total Number of Checks			311		<u>2,256,774.82</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	294	1,952,552.81
130	Cafeteria Fund	15	250,121.04
216	Measure B Building Fund	3	54,990.00
Total Number of Checks		311	2,257,663.85
Less Unpaid Tax Liability			889.03-
Net (Check Amount)			<u>2,256,774.82</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: REPORT OF MISCELLANEOUS INCOME FOR
APRIL 2022

BOARD MEETING DATE: May 23, 2022

FROM: Patricia Marshall, Chief Business Official
Dr. Christine Walker, Superintendent

STAFF COMMENTRECOMMENDATION

For information only

BACKGROUND

The monthly miscellaneous income report is a summary of funds received in the district office and transmitted to the Ventura County Office of Education for deposit into the various funds of the district at the County Treasury.

The April report reflects the receipt of \$945,058.79 as follows:

	Description	Amount
	General Fund	\$274,091.02
	Cafeteria Fund	\$669,652.75
	Measure B Bldg. Fund	\$0
	Developer Fee Fund	\$1,315.02
	Student Funds	\$0
	Totals	\$945,058.79

COUNTY - County Account											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001233	Posted	INTEGRAL DESIGN	1456	Check	04/01/22	22073			CR174711	DEV FEES - 3337 SUNSET L	1,315.02
(011703)		250- 8681- 9010- 0- 0000- 0000- 000- 000- 0000- 0				1,315.02					
DP22-0001234	Posted	(000017) Recycle International	1456	Check	04/01/22	7394			CR174711	EWASTE 03/07/22	200.00
(011136)		010- 8699- 0000- 0- 0000- 0000- 000- 000- 0000- 0				200.00					
DP22-0001235	Posted	(000017) Recycle International	1456	Check	04/01/22	7409			CR174711	EWASTE 03/14/22	100.00
(011136)		010- 8699- 0000- 0- 0000- 0000- 000- 000- 0000- 0				100.00					
DP22-0001236	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	49960			CR174711	W/C - G. LUCIO 03/03/22-03/	712.14
(007266)		010- 2200- 0000- 0- 0000- 8210- 000- 540- 0000- 6				712.14					
DP22-0001237	Posted	(711111) Child Development Resor	1456	Check	04/01/22	691611	AR22-00640	01	CR174711	PRE-K Meals JAN 2022	7,885.78
(041744)		130- 8634- 5310- 0- 0000- 0000- 100- 000- 2500- 0				1,206.66					
(041748)		130- 8634- 5310- 0- 0000- 0000- 180- 000- 2500- 0				1,507.72					
(041751)		130- 8634- 5310- 0- 0000- 0000- 240- 000- 2500- 0				1,352.52					
(041752)		130- 8634- 5310- 0- 0000- 0000- 260- 000- 2500- 0				2,386.80					
(041753)		130- 8634- 5310- 0- 0000- 0000- 280- 000- 2500- 0				1,432.08					
DP22-0001238	Posted	(711709) First Five Ventura County	1456	Check	04/01/22	013099	AR22-00222		CR174711	CLASSROOM LEASE - HATH	500.00
(011131)		010- 8650- 0000- 0- 0000- 0000- 000- 000- 0000- 0				500.00					
DP22-0001239	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50046			CR174711	W/C - N. COVARRUBIAS 03/	128.73
(007186)		010- 2100- 6500- 0- 5770- 1111- 000- 310- 0000- 6				128.73					
DP22-0001240	Posted	(700877) Evangeline Urias	1456	Check	04/01/22	261	AR22-00516	01	CR174711	JAN - MAR 2022 EVANGELIN	141.00
(022204)		010- 9537- - - - - - - - - -				141.00					
DP22-0001241	Posted	(711524) Dennis Recker	1456	Check	04/01/22	1121	AR22-00668	01	CR174711	APR-JUN 2022 DENNIS REC	282.00
(022204)		010- 9537- - - - - - - - - -				282.00					
DP22-0001242	Posted	(712000) Harborwalk Owner's Assc	1456	Check	04/01/22	100695	AR22-00644	01	CR174711	Facility Use 03/12/22	672.00
(011131)		010- 8650- 0000- 0- 0000- 0000- 000- 000- 0000- 0				672.00					
DP22-0001243	Posted	(710111) Ventura Unified School	1456	Check	04/01/22	5022221473	AR22-00286	01	CR174711	Overpayment 2020-21 Excess	5,458.00
(011003)		010- 7141- 0000- 0- 5750- 9200- 000- 310- 0000- 0				5,458.00					
DP22-0001244	Posted	(701575) VCOE	1456	Check	04/01/22	5071922353	AR22-00444	01	CR174711	MTSS MHSP per MOU 07/01/	41,215.00
(053029)		010- 8699- 0000- 0- 0000- 0000- 000- 210- MHSP- 0				41,215.00					
DP22-0001245	Posted	(713338) Marsha Brumana	1456	Check	04/01/22	2283	AR22-00596		CR174711	JAN - MAR 2022 MARSHA BF	141.00
(022204)		010- 9537- - - - - - - - - -				141.00					
DP22-0001246	Posted	(703135) Oxnard Union High Schor	1456	Check	04/01/22	5016903872	AR22-00626	01	CR174711	K12 SWP Grant Round 3	69,300.00
(062703)		010- 8590- 6388- 0- 3800- 1000- 000- 210- 0000- 0				69,300.00					

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 602, Starting Receipt Date = 4/1/2022, Ending Receipt Date = 4/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

COUNTY - County Account												
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount	
DP22-0001247	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50269			CR174711	W/C - J. CACHOLA 03/14/22-	216.28	
(006864)	010-1100-6500-0-5770-1111-000-310-0000-1					216.28						
DP22-0001248	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50248			CR174711	W/C - G. BAUTISTA 03/10/22	722.30	
(007266)	010-2200-0000-0-0000-8210-000-540-0000-6					722.30						
DP22-0001249	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50267			CR174711	W/C - T. CERVANTES 03/10/	3,079.42	
(027058)	010-1100-0000-0-1110-1000-280-100-0000-1					3,079.42						
DP22-0001250	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50377			CR174711	W/C - L. ORTIZ 03/12/22-03/2	1,281.29	
(027018)	010-1100-0000-0-1110-1000-180-100-0000-1					1,281.29						
DP22-0001251	Posted	(701405) Ventura County Schools	1456	Check	04/01/22	50378			CR174711	W/C - L. ORTIZ 03/25/22-03/2	193.76	
(027018)	010-1100-0000-0-1110-1000-180-100-0000-1					193.76						
DP22-0001252	Posted	(712518) Susan Burres	1457	Check	04/05/22	1196	AR22-00635	01	CR174711	APR -JUN 2022 SUSAN BUR	71.00	
(022204)	010-9537- - - - - - - - - -					71.00						
DP22-0001253	Posted	(714274) Leonis Adobe Museum	1457	Check	04/05/22	011895	AR22-00666		CR174711	BUS GRANT - BARD 03/03/2	325.00	
(011141)	010-8699-0000-0-0000-0000-100-000-D000-0					325.00						
DP22-0001254	Posted	(701405) Ventura County Schools	1457	Check	04/05/22	50501			CR174711	W/C - D.ABESON 03/15/22-0	1,556.10	
(007345)	010-2400-0000-0-0000-2700-000-100-0000-6					1,556.10						
DP22-0001255	Posted	(000193) VC Galaxy Soccer	1457	Cash	04/05/22		AR22-00224		CR174711	FIELD USE - PARKVIEW ELE	380.00	
(011131)	010-8650-0000-0-0000-0000-000-000-0000-0					380.00						
DP22-0001256	Posted	(710412) Linda Gonzales	1457	Check	04/05/22	3055	AR22-00775		CR174711	APRIL - JUNE 2022 LINDA G	141.00	
(022204)	010-9537- - - - - - - - - -					141.00						
DP22-0001257	Posted	(000198) Patricia Chaparro	1457	Check	04/05/22	13875	AR22-00703	01	CR174711	APRIL - JUNE 2022 PATRICI	243.00	
(022204)	010-9537- - - - - - - - - -					243.00						
DP22-0001258	Posted	(000211) Mary Porter	1457	Check	04/05/22	3232	AR22-00803		CR174711	APRIL - JUNE 2022 MARY PC	141.00	
(022204)	010-9537- - - - - - - - - -					141.00						
DP22-0001259	Posted	(712929) Lorenzo Ramirez	1457	Check	04/05/22	5012	AR22-00511		CR174711	JAN - MAR 2022 LORENZO F	243.00	
(022204)	010-9537- - - - - - - - - -					243.00						
DP22-0001260	Posted	(000175) Lydia Hernandez	1457	Check	04/05/22	234	AR22-00241	00	CR174711	OCT - DEC 2021 LYDIA HER	243.00	
(022204)	010-9537- - - - - - - - - -					243.00						
DP22-0001261	Posted	(712136) Regino Medina	1457	Check	04/05/22	4187	AR22-00815		CR174711	APRIL - JUNE 2022 REGINO	71.00	
(022204)	010-9537- - - - - - - - - -					71.00						
DP22-0001262	Posted	(711130) Claudine Medina	1457	Check	04/05/22	4186	AR22-00787	01	CR174711	APRIL - JUNE 2022 CLAUDIN	243.00	
(022204)	010-9537- - - - - - - - - -					243.00						

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ESCAPE ONLINE

COUNTY - County Account												
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount	
DP22-0001263	Posted	(712642) Olivia Owens	1457	Check	04/05/22	2541	AR22-00817	01	CR174711	APRIL - JUNE 2022 OLIVIA C	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001264	Posted	(710606) Bernabe Simon	1457	Check	04/05/22	7350900370	AR22-00823	01	CR174711	APRIL - JUNE 2022 BERNAB	192.00	
(022204)	010-9537-	- - - - -	-	-		192.00						
DP22-0001265	Posted	(005349) Shirley Brown	1457	Check	04/05/22	0084473663	AR22-00595		CR174711	JAN - MAR 2022 SHIRLEY BF	71.00	
(022204)	010-9537-	- - - - -	-	-		71.00						
DP22-0001266	Posted	(700520) Sandra Schiffrer	1457	Check	04/05/22	84219143	AR22-00834	01	CR174711	APRIL - JUNE 2022 SANDRA	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001267	Posted	(000186) Suzette Privitelli	1457	Check	04/05/22	0000886803	AR22-00805	01	CR174711	APRIL - JUNE 2022 SUZETTI	54.00	
(022204)	010-9537-	- - - - -	-	-		54.00						
DP22-0001268	Posted	(004488) Gloria Froyen	1457	Check	04/05/22	0084158412	AR22-00716	01	CR174711	APRIL - JUNE 2022 GLORIA	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						
DP22-0001269	Posted	(711604) Richard Froyen	1457	Check	04/05/22	0084158413	AR22-00657	01	CR174711	APR-JUN 2022 RICHARD FR	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						
DP22-0001270	Posted	(004899) Patrick Newton	1457	Check	04/05/22	0084334509	AR22-00831		CR174711	APRIL - JUNE 2022 PATRICK	1,037.00	
(022204)	010-9537-	- - - - -	-	-		1,037.00						
DP22-0001271	Posted	(711597) Vi Escobedo	1457	Check	04/05/22	0084563680	AR22-00713	01	CR174711	APRIL - JUNE 2022 VIOLET E	890.00	
(022204)	010-9537-	- - - - -	-	-		890.00						
DP22-0001272	Posted	(003674) Linda Rosario	1457	Check	04/05/22	756712893	AR22-00768	01	CR174711	APRIL - JUNE 2022 LINDA RI	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						
DP22-0001273	Posted	(702406) Ruben Rosario	1457	Check	04/05/22	756712897	AR22-00769	01	CR174711	APRIL - JUNE 2022 RUBEN F	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						
DP22-0001274	Posted	(711709) First Five Ventura County	1457	Check	04/05/22	013110	AR22-00658		CR174711	FINGERPRINT & BACKGROU	156.00	
(011136)	010-8699-0000-0-0000-0000-000-000-0					156.00						
DP22-0001275	Posted	(712362) Catalyst Family Inc.	1457	Check	04/05/22	1136525	AR22-00001	01	CR174711	Pre-School Classroom Leases	300.00	
(011131)	010-8650-0000-0-0000-0000-000-000-0					300.00						

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ESCAPE ONLINE

COUNTY - County Account											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001276	Posted	(701503) State Of California	1457	Check	04/05/22	61-206812	AR22-00655		CR174711	STATE MEAL REIMB JAN 20	38,973.76
(041711)		130-8520-5310-0-0000-0000-100-000-0000-0					1,957.77				
(041712)		130-8520-5310-0-0000-0000-120-000-0000-0					701.09				
(041713)		130-8520-5310-0-0000-0000-140-000-0000-0					8,377.71				
(041714)		130-8520-5310-0-0000-0000-160-000-0000-0					6,197.11				
(041715)		130-8520-5310-0-0000-0000-180-000-0000-0					3,155.00				
(041716)		130-8520-5310-0-0000-0000-200-000-0000-0					6,771.83				
(041717)		130-8520-5310-0-0000-0000-220-000-0000-0					1,019.42				
(041718)		130-8520-5310-0-0000-0000-240-000-0000-0					4,004.82				
(041719)		130-8520-5310-0-0000-0000-260-000-0000-0					2,200.74				
(041720)		130-8520-5310-0-0000-0000-280-000-0000-0					2,111.96				
(041721)		130-8520-5310-0-0000-0000-300-000-0000-0					2,476.31				
DP22-0001277	Posted	(701575) VCOE	1457	Check	04/05/22	5071922536	AR22-00662	01	CR174711	Add'l Teach Educator Support	23,236.00
(032271)		010-8699-6500-0-5001-0000-000-000-0000-0					23,236.00				
DP22-0001278	Posted	(701405) Ventura County Schools	1457	Check	04/05/22	50584			CR174711	W/C - G. LUCIO 03/17/22-03/	712.14
(007266)		010-2200-0000-0-0000-8210-000-540-0000-6					712.14				
DP22-0001279	Posted	(701405) Ventura County Schools	1457	Check	04/05/22	50576			CR174711	W/C - J. REYNOSOS 03/16/2	754.62
(041845)		130-2200-5310-0-0000-3700-280-560-0000-6					754.62				
DP22-0001280	Posted	(711333) E.O. Green Jr High Schor	1457	Cash	04/05/22				CR174711	RECEIPTS 280990-28100 03/	365.00
(011144)		010-8699-0000-0-0000-0000-160-000-D000-0					365.00				
DP22-0001281	Posted	(711333) E.O. Green Jr High Schor	1457	Cash	04/05/22				CR174711	HORNET WEAR 04/01/22	360.00
(011144)		010-8699-0000-0-0000-0000-160-000-D000-0					360.00				
DP22-0001282	Posted	(711339) Sunkist Elementary Scho	1458	Cash	04/06/22	03/17/22			CR174711	Donations - FT Nuno	389.66
(011151)		010-8699-0000-0-0000-0000-280-000-D000-0					389.66				
DP22-0001283	Posted	(002897) Lynn Arnold	1459	Check	04/20/22	4807	AR22-00692		CR176023	APRIL - JUNE 2022 LYNN AF	213.00
(022204)		010-9537- - - - - - - - - -					213.00				
DP22-0001284	Posted	(712183) Rick Uelmen	1459	Check	04/20/22	6269	AR22-00739	01	CR176023	APRIL - JUNE 2022 RICK UE	2,883.00
(022204)		010-9537- - - - - - - - - -					2,883.00				
DP22-0001285	Posted	(000099) Pamela Ross	1459	Check	04/20/22	3115	AR22-00808		CR176023	APRIL - JUNE 2022 PAMELA	213.00
(022204)		010-9537- - - - - - - - - -					213.00				
DP22-0001286	Posted	(000231) Imelda Mares	1459	Check	04/20/22	2587	AR22-00794	01	CR176023	APRIL - JUNE 2022 IMELDA	213.00
(022204)		010-9537- - - - - - - - - -					213.00				
DP22-0001287	Posted	(000234) Stephen Green	1459	Check	04/20/22	634	AR22-00681		CR176023	APRIL - JUNE 2022 STEPHE	423.00
(022204)		010-9537- - - - - - - - - -					423.00				

* On Hold

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ESCAPE ONLINE

COUNTY - County Account											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001288	Posted	(710574) Renee Callahan	1459	Check	04/20/22	13058	AR22-00700		CR176023	APRIL - JUNE 2022 RENEE C	186.00
(022204)	010-9537-	- - - - -	-	-		186.00					
DP22-0001289	Posted	(000155) Colleen Potuzak	1459	Check	04/20/22	8843	AR22-00804		CR176023	APRIL - JUNE 2022 COLLEEI	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					
DP22-0001290	Posted	(000217) Anna Hernandez	1459	Check	04/20/22	3941	AR22-00685		CR176023	APRIL - JUNE 2022 ANNA HE	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					
DP22-0001291	Posted	(000098) Deborah Owens	1459	Check	04/20/22	336	AR22-00764		CR176023	APRIL - JUNE 2022 DEBORA	186.00
(022204)	010-9537-	- - - - -	-	-		186.00					
DP22-0001292	Posted	(710414) Donna Jimenez	1459	Check	04/20/22	17534	AR22-00779	01	CR176023	APRIL - JUNE 2022 DONNA ,	576.00
(022204)	010-9537-	- - - - -	-	-		576.00					
DP22-0001293	Posted	(711673) Nancy Howison	1459	Check	04/20/22	8344	AR22-00728	01	CR176023	APRIL - JUNE 2022 NANCY H	27.00
(022204)	010-9537-	- - - - -	-	-		27.00					
DP22-0001294	Posted	(004264) Corine Otero Reeber	1459	Check	04/20/22	1738	AR22-00767	01	CR176023	APRIL - JUNE 2022 CORINE	2,883.00
(022204)	010-9537-	- - - - -	-	-		2,883.00					
DP22-0001295	Posted	(711609) Franziska Jeffreys	1459	Check	04/20/22	1867	AR22-00778	01	CR176023	APRIL - JUNE 2022 FRANZIS	369.00
(022204)	010-9537-	- - - - -	-	-		369.00					
DP22-0001296	Posted	(000235) Carrie Burton	1459	Check	04/20/22	2192	AR22-00672		CR176023	APRIL - JUNE 2022 CARRIE	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					
DP22-0001297	Posted	(710446) Donna Buckmaster	1459	Check	04/20/22	140830413	AR22-00772		CR176023	APRIL - JUNE 2022 DONNA I	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					
DP22-0001298	Posted	(713674) Nora Kenny	1459	Check	04/20/22	1821	AR22-00732		CR176023	APRIL - JUNE 2022 NORA KI	2,883.00
(022204)	010-9537-	- - - - -	-	-		2,883.00					
DP22-0001299	Posted	(002603) Delores Walker	1459	Check	04/20/22	0009997899	AR22-00744	01	CR176023	APRIL - JUNE 2022 DELORE	1,823.00
(022204)	010-9537-	- - - - -	-	-		1,823.00					
DP22-0001300	Posted	(711597) Vi Escobedo	1459	Check	04/20/22	0086352299	AR22-00248	01	CR176023	OCT - DEC 2021 VIOLET ES	60.00
(022204)	010-9537-	- - - - -	-	-		60.00					
DP22-0001301	Posted	(000210) Nancy Nishimori	1459	Check	04/20/22	6800	AR22-00802		CR176023	APRIL - JUNE 2022 NANCY M	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					
DP22-0001302	Posted	(701556) Jean McDermott	1459	Check	04/20/22	6387	AR22-00755		CR176023	APRIL - JUNE 2022 JEAN MC	213.00
(022204)	010-9537-	- - - - -	-	-		213.00					
DP22-0001303	Posted	(703307) Nancy Velasquez	1459	Check	04/20/22	224	AR22-00742		CR176023	APRIL - JUNE 2022 NANCY \	423.00
(022204)	010-9537-	- - - - -	-	-		423.00					

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COUNTY - County Account											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001304	Posted	(701204) Donna Branstrom	1459	Check	04/20/22	3350	AR22-00697		CR176023	APRIL - JUNE 2022 DONNA I	54.00
	(022204)	010- 9537-	- - - - -	- -		54.00					
DP22-0001305	Posted	(003144) Ross Carpenter	1459	Check	04/20/22	5082	AR22-00773	01	CR176023	APRIL - JUNE 2022 ROSS C/	423.00
	(022204)	010- 9537-	- - - - -	- -		423.00					
DP22-0001306	Posted	(004675) Cynthia Carpenter	1459	Check	04/20/22	5082	AR22-00827	01	CR176023	APRIL - JUNE 2022 CYNTHI/	54.00
	(022204)	010- 9537-	- - - - -	- -		54.00					
DP22-0001307	Posted	(700323) Linda Nahrstedt	1459	Check	04/20/22	1226	AR22-00762		CR176023	APRIL - JUNE 2022 LINDA N,	423.00
	(022204)	010- 9537-	- - - - -	- -		423.00					
DP22-0001308	Posted	(700632) Barbara Pontinen	1459	Check	04/20/22	5101	AR22-00765	01	CR176023	APRIL - JUNE 2022 BARBAR	186.00
	(022204)	010- 9537-	- - - - -	- -		186.00					
DP22-0001309	Posted	(004727) Barbara Kendall-Wood	1459	Check	04/20/22	3552	AR22-00731		CR176023	APRIL - JUNE 2022 BARBAR	1,386.00
	(022204)	010- 9537-	- - - - -	- -		1,386.00					
DP22-0001310	Posted	(701575) VCOE	1459	Check	04/20/22	5071922747	AR22-00669	01	CR176023	K12 SWP Grant Round 2 Bal	5,850.00
	(062703)	010- 8590- 6388- 0- 3800- 1000- 000- 210- 0000- 0				5,850.00					
DP22-0001311	Posted	(701405) Ventura County Schools	1459	Check	04/20/22	51321			CR176023	W/C - N.ARAUJO 03/30/22-0/	1,567.48
	(007266)	010- 2200- 0000- 0- 0000- 8210- 000- 540- 0000- 6				1,567.48					
DP22-0001312	Posted	(701405) Ventura County Schools	1459	Check	04/20/22	51166			CR176023	W/C - D.ABESON 03/29/22-0/	666.90
	(007345)	010- 2400- 0000- 0- 0000- 2700- 000- 100- 0000- 6				666.90					
DP22-0001313	Posted	(000091) Cheryl Davidson-Fitzgera	1459	Check	04/20/22	0087174821	AR22-00828		CR176023	APRIL - JUNE 2022 CHERYL	423.00
	(022204)	010- 9537-	- - - - -	- -		423.00					
DP22-0001314	Posted	(000212) Sarah Puglisi	1459	Check	04/20/22	8832	AR22-00806	01	CR176023	APRIL - JUNE 2022 SARAH F	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001315	Posted	(004717) Marilyn Holyoak	1459	Check	04/20/22	1088	AR22-00726		CR176023	APRIL - JUNE 2022 MARILYN	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001316	Posted	(000028) Richard Calzada	1459	Check	04/20/22	2857	AR22-00701		CR176023	APRIL - JUNE 2022 RICHARI	186.00
	(022204)	010- 9537-	- - - - -	- -		186.00					
DP22-0001317	Posted	(712929) Lorenzo Ramirez	1459	Check	04/20/22	5023	AR22-00511		CR176023	JAN - MAR 2022 LORENZO F	243.00
	(022204)	010- 9537-	- - - - -	- -		243.00					
DP22-0001318	Posted	(005194) Kath Wurts	1459	Check	04/20/22	2433	AR22-00584	01	CR176023	JAN - MAR 2021 KATH WUR'	702.00
	(022204)	010- 9537-	- - - - -	- -		702.00					
DP22-0001319	Posted	(005194) Kath Wurts	1459	Check	04/20/22	2433	AR22-00746	01	CR176023	APRIL - JUNE 2021 KATH WI	702.00
	(022204)	010- 9537-	- - - - -	- -		702.00					

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COUNTY - County Account												
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount	
DP22-0001320	Posted	(005463) Carlo Logan	1459	Check	04/20/22	8268	AR22-00653	01	CR176023	APR - JUN 2022 CARLO LOC	71.00	
(022204)	010-9537-	- - - - -	-	-		71.00						
DP22-0001321	Posted	(711709) First Five Ventura County	1459	Check	04/20/22	013139	AR22-00222		CR176023	MAY 2022 CLASSROOM LEA	500.00	
(011131)	010-8650-0000-0-0000-0000-000-000-0					500.00						
DP22-0001322	Posted	CITICORP DATA SYSTEMS	1459	Check	04/20/22	110050070			CR176023	CLOSE CITIBANK ACCT# 13	112.88	
(011136)	010-8699-0000-0-0000-0000-000-000-0					112.88						
DP22-0001323	Posted	(711111) Child Development Resol	1459	Check	04/20/22	691863	AR22-00667	01	CR176023	PRE-K Meals FEB 2022	8,323.39	
(041744)	130-8634-5310-0-0000-0000-100-000-2500-0					1,438.71						
(041748)	130-8634-5310-0-0000-0000-180-000-2500-0					1,686.76						
(041751)	130-8634-5310-0-0000-0000-240-000-2500-0					1,803.36						
(041752)	130-8634-5310-0-0000-0000-260-000-2500-0					2,121.60						
(041753)	130-8634-5310-0-0000-0000-280-000-2500-0					1,272.96						
DP22-0001324	Posted	(701405) Ventura County Schools	1459	Check	04/20/22	51329			CR176023	W/C - G.LUCIO 03/31/22-04/0	264.51	
(007266)	010-2200-0000-0-0000-8210-000-540-0000-6					264.51						
DP22-0001325	Posted	(701405) Ventura County Schools	1459	Check	04/20/22	51229			CR176023	W/C - J.REYNOSO 03/30/22-1	269.51	
(041845)	130-2200-5310-0-0000-3700-280-560-0000-6					269.51						
DP22-0001326	Posted	FLEET SERVICES	1459	Check	04/20/22	138368			CR176023	R22-00197 REFUND	381.27	
(009891)	010-4300-0000-0-0000-3600-000-550-7230-0					381.27						
DP22-0001327	Posted	(701503) State Of California	1459	Check	04/20/22	30-771920			CR176023	HEALTH CARE DEPOSIT 04/	57,126.33	
(011099)	010-8290-5640-0-0000-0000-000-000-0000-0					57,126.33						
DP22-0001328	Posted	CENTER FOR TEACHING FOR BI	1459	Check	04/20/22	1053			CR176023	REFUND REGISTRATION R2	1,700.00	
(043549)	010-5200-0709-0-1110-1000-260-400-9000-0					1,700.00						
DP22-0001329	Posted	(711331) Beach Elementary Schoo	1459	Check	04/20/22	501193495			CR176023	DONATION - KROGER	36.61	
(011142)	010-8699-0000-0-0000-0000-120-000-D000-0					36.61						
DP22-0001330	Posted	(711332) Blackstock Jr High Schoo	1459	Cash	04/20/22	04/18/22			CR176023	SPIRIT WEAR	1,140.00	
(011143)	010-8699-0000-0-0000-0000-140-000-D000-0					1,140.00						
DP22-0001331	Posted	(700861) Kaye Zeitzmann	1460	Check	04/21/22	6147	AR22-00825	01	CR175812	APRIL - JUNE 2022 KAYE ZE	186.00	
(022204)	010-9537-	- - - - -	-	-		186.00						
DP22-0001332	Posted	(703123) Rosanne Mesa	1460	Check	04/21/22	757342363	AR22-00795		CR175812	APRIL - JUNE 2022 ROSEAN	321.50	
(022204)	010-9537-	- - - - -	-	-		321.50						
DP22-0001333	Posted	(711613) Sharon Meyer	1460	Check	04/21/22	1327	AR22-00759	01	CR175812	APRIL - JUNE 2022 SHARON	71.00	
(022204)	010-9537-	- - - - -	-	-		71.00						

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DP22-0001334	Posted	(703358) Donna Montgomery	1460	Check	04/21/22	9113	AR22-00761		CR175812	APRIL - JUNE 2022 DONNA I	213.00
(022204)	010- 9537-	- - - - -	-	-		213.00					
DP22-0001335	Posted	(711524) Dennis Recker	1460	Check	04/21/22	1123	AR22-00668	01	CR175812	APR-JUN 2022 DENNIS REC	141.00
(022204)	010- 9537-	- - - - -	-	-		141.00					
DP22-0001336	Posted	(713339) Dennis Held	1460	Check	04/21/22	4926	AR22-00724	00	CR175812	APRIL - JUNE 2022 DENNIS	462.00
(022204)	010- 9537-	- - - - -	-	-		462.00					
DP22-0001337	Posted	(004061) Deborah DeSmeth	1460	Check	04/21/22	8622	AR22-00503	01	CR175812	JAN - MAR 2022 DEBORAH I	369.00
(022204)	010- 9537-	- - - - -	-	-		369.00					
DP22-0001338	Posted	(713146) CAP of San Luis Obispo (1460	Check	04/21/22	351213	AR22-00837		CR175812	QUARTERLY RENT JAN-MAI	1,920.00
(011131)	010- 8650- 0000- 0- 0000- 0000- 000- 000- 0000- 0					1,920.00					
DP22-0001339	Posted	(701503) State Of California	1460	Check	04/21/22	61-234594	AR22-00654		CR175812	SNACK CLAIM REIMB JAN 2	16,059.00
(041700)	130- 8220- 5310- 0- 0000- 0000- 100- 000- 0000- 0					1,467.00					
(041701)	130- 8220- 5310- 0- 0000- 0000- 120- 000- 0000- 0					.00					
(041702)	130- 8220- 5310- 0- 0000- 0000- 140- 000- 0000- 0					1,278.00					
(041703)	130- 8220- 5310- 0- 0000- 0000- 160- 000- 0000- 0					1,636.00					
(041704)	130- 8220- 5310- 0- 0000- 0000- 180- 000- 0000- 0					1,539.00					
(041705)	130- 8220- 5310- 0- 0000- 0000- 200- 000- 0000- 0					2,178.00					
(041706)	130- 8220- 5310- 0- 0000- 0000- 220- 000- 0000- 0					1,136.00					
(041707)	130- 8220- 5310- 0- 0000- 0000- 240- 000- 0000- 0					1,630.00					
(041708)	130- 8220- 5310- 0- 0000- 0000- 260- 000- 0000- 0					1,758.00					
(041709)	130- 8220- 5310- 0- 0000- 0000- 280- 000- 0000- 0					1,758.00					
(041710)	130- 8220- 5310- 0- 0000- 0000- 300- 000- 0000- 0					1,679.00					
DP22-0001340	Posted	(701503) State Of California	1460	Check	04/21/22	61-234594	AR22-00656		CR175812	FED MEAL REIMB JAN 2022	597,386.69
(041700)	130- 8220- 5310- 0- 0000- 0000- 100- 000- 0000- 0					33,792.12					
(041701)	130- 8220- 5310- 0- 0000- 0000- 120- 000- 0000- 0					12,861.69					
(041702)	130- 8220- 5310- 0- 0000- 0000- 140- 000- 0000- 0					124,069.53					
(041703)	130- 8220- 5310- 0- 0000- 0000- 160- 000- 0000- 0					91,163.43					
(041704)	130- 8220- 5310- 0- 0000- 0000- 180- 000- 0000- 0					46,563.57					
(041705)	130- 8220- 5310- 0- 0000- 0000- 200- 000- 0000- 0					96,832.95					
(041706)	130- 8220- 5310- 0- 0000- 0000- 220- 000- 0000- 0					17,210.26					
(041707)	130- 8220- 5310- 0- 0000- 0000- 240- 000- 0000- 0					57,927.39					
(041708)	130- 8220- 5310- 0- 0000- 0000- 260- 000- 0000- 0					37,713.33					
(041709)	130- 8220- 5310- 0- 0000- 0000- 280- 000- 0000- 0					35,935.74					
(041710)	130- 8220- 5310- 0- 0000- 0000- 300- 000- 0000- 0					43,316.68					
DP22-0001341	Posted	(000195) Oxnard Athletic Club - YC	1460	Cash	04/21/22	007838	AR22-00212		CR175812	FY22 FACILITY USE AGREEI	400.00
(011131)	010- 8650- 0000- 0- 0000- 0000- 000- 000- 0000- 0					400.00					

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Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001342	Posted	(710570) Hilda Valenzuela	1460	Check	04/21/22	008531001	AR22-00661		CR175812	APR-JUN 2022 HILDA VALEN	141.00
	(022204)	010- 9537-	- - - - -	- -		141.00					
DP22-0001343	Posted	(000181) Christina Mottar	1460	Check	04/21/22	0000997138	AR22-00800		CR175812	APRIL - JUNE 2022 CHRISTI	423.00
	(022204)	010- 9537-	- - - - -	- -		423.00					
DP22-0001344	Posted	(713059) Victoria Martinez	1460	Check	04/21/22	2073	AR22-00660	01	CR175812	APR-JUN 2022 VICTORIA MA	141.00
	(022204)	010- 9537-	- - - - -	- -		141.00					
DP22-0001345	Posted	(000232) Lori Henson	1460	Check	04/21/22	1725	AR22-00684		CR175812	APRIL - JUNE 2022 LORI HE	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001346	Posted	(000200) Donald Baughn	1460	Check	04/21/22	436	AR22-00670		CR175812	APRIL - JUNE 2022 DONALD	576.00
	(022204)	010- 9537-	- - - - -	- -		576.00					
DP22-0001347	Posted	(000136) Aurora Garcia	1460	Check	04/21/22	273	AR22-00477	01	CR175812	JAN - MAR 2022 AURORA G,	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001348	Posted	(000173) Rita Henry	1460	Check	04/21/22	6031	AR22-00725	00	CR175812	APRIL - JUNE 2022 RITA HEI	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001349	Posted	(701588) Linda Bell	1460	Check	04/21/22	3534	AR22-00693		CR175812	APRIL - JUNE 2022 LINDA BI	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001350	Posted	(000180) Diane Mortimer	1460	Check	04/21/22	5115	AR22-00688		CR175812	APRIL - JUNE 2022 DIANE M	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001351	Posted	(000159) Betty Angulo	1460	Check	04/21/22	407	AR22-00770		CR175812	APRIL - JUNE 2022 BETTY A	71.00
	(022204)	010- 9537-	- - - - -	- -		71.00					
DP22-0001352	Posted	(703144) Linda Lowe	1460	Check	04/21/22	6200	AR22-00753	01	CR175812	APRIL - JUNE 2022 LINDA LC	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001353	Posted	(710358) Maria Zeledon	1460	Check	04/21/22	5569	AR22-00826	01	CR175812	APRIL - JUNE 2022 MARIA Z	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001354	Posted	(711577) Marlene Blanchard	1460	Check	04/21/22	210	AR22-00694	01	CR175812	APRIL - JUNE 2022 MARLEN	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001355	Posted	(000120) Annalyn Parvin	1460	Check	04/21/22	11266	AR22-00832	01	CR175812	APRIL - JUNE 2022 ANNALYI	213.00
	(022204)	010- 9537-	- - - - -	- -		213.00					
DP22-0001356	Posted	(000192) Nancy Nguyen	1460	Check	04/21/22	6101	AR22-00801		CR175812	APRIL - JUNE 2022 NANCY N	423.00
	(022204)	010- 9537-	- - - - -	- -		423.00					
DP22-0001357	Posted	(711594) Elna Ranson	1460	Check	04/21/22	5434	AR22-00512	01	CR175812	JAN - MAR 2022 ELNA RANS	71.00
	(022204)	010- 9537-	- - - - -	- -		71.00					

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 602, Starting Receipt Date = 4/1/2022, Ending Receipt Date = 4/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

COUNTY - County Account												
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DP22-0001358	Posted	(711594) Elna Ranson	1460	Check	04/21/22	5434	AR22-00820	01	CR175812	APRIL - JUNE 2022 ELNA RA	71.00	
(022204)	010-9537-	- - - - -	-	-		71.00						
DP22-0001359	Posted	(701535) Sandy Case	1460	Check	04/21/22	2178	AR22-00702	01	CR175812	APRIL - JUNE 2021 SANDY C	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001360	Posted	(000129) Marian Meier	1460	Check	04/21/22	2394	AR22-00756	01	CR175812	APRIL - JUNE 2022 MARIAN	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001361	Posted	(000208) Matt Martineau	1460	Check	04/21/22	3376	AR22-00687		CR175812	APRIL - JUNE 2022 MATT M/	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001362	Posted	(000179) Estela Macias	1460	Check	04/21/22	595	AR22-00754		CR175812	APRIL - JUNE 2022 ESTELA	1,386.00	
(022204)	010-9537-	- - - - -	-	-		1,386.00						
DP22-0001363	Posted	(000171) Sophia Cormack	1460	Check	04/21/22	8068	AR22-00707		CR175812	APRIL - JUNE 2022 SOPHIA	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001364	Posted	(000096) Lauren Gonzalez	1460	Check	04/21/22	6763	AR22-00719		CR175812	APRIL - JUNE 2022 LAUREN	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001365	Posted	(005383) Shirley Anderson	1460	Check	04/21/22	2307	AR22-00691	01	CR175812	APRIL - JUNE 2022 SHIRLEY	186.00	
(022204)	010-9537-	- - - - -	-	-		186.00						
DP22-0001366	Posted	(710368) Jan Comstock	1460	Check	04/21/22	3949	AR22-00706	01	CR175812	APRIL - JUNE 2022 JANET C	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001367	Posted	(000130) Dorothy Schwarze	1460	Check	04/21/22	7397	AR22-00733	01	CR175812	APRIL - JUNE 2022 DOROTH	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001368	Posted	(000227) Barbara Camacho	1460	Check	04/21/22	506	AR22-00673		CR175812	APRIL - JUNE 2022 BARBAR	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001369	Posted	(000237) Deborah Di Pasquale	1460	Check	04/21/22	192	AR22-00709	01	CR175812	APRIL - JUNE 2022 DEBORA	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001370	Posted	(702191) Paula Hackney-Smith	1460	Check	04/21/22	7251	AR22-00722		CR175812	APRIL - JUNE 2022 PAULA H	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001371	Posted	(701541) Diane Franz	1460	Check	04/21/22	187	AR22-00679		CR175812	APRIL - JUNE 2022 DIANE FI	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001372	Posted	(700099) Leann Wren	1460	Check	04/21/22	9526	AR22-00745	01	CR175812	APRIL - JUNE 2022 LEANN V	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001373	Posted	(000201) Carol Boerrigter	1460	Check	04/21/22	406	AR22-00671	01	CR175812	APRIL- JUNE 2022 CAROL B	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						

* On Hold

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ESCAPE ONLINE

COUNTY - County Account												
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount	
DP22-0001374	Posted	(702193) Julia Garvey	1460	Check	04/21/22	208	AR22-00717		CR175812	APRIL - JUNE 2022 JULIA GA	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001375	Posted	(000151) Patricia Griffin	1460	Check	04/21/22	921	AR22-00721		CR175812	APRIL - JUNE 2022 PATRICI	192.00	
(022204)	010-9537-	- - - - -	-	-		192.00						
DP22-0001376	Posted	(005585) Patricia Humphries	1460	Check	04/21/22	3632	AR22-00729	01	CR175812	APRIL - JUNE 2022 PATRICI	462.00	
(022204)	010-9537-	- - - - -	-	-		462.00						
DP22-0001377	Posted	(000153) Arlene Modell	1460	Check	04/21/22	2441	AR22-00760		CR175812	APRIL - JUNE 2022 ARLENE	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001378	Posted	(711605) Rosie Garcia	1460	Check	04/21/22	9940	AR22-00774	01	CR175812	APRIL - JUNE 2021 ROSIE G	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						
DP22-0001379	Posted	(000223) Maria Cisneros	1460	Check	04/21/22	1858	AR22-00674	01	CR175812	APRIL - JUNE 2022 MARIA C	27.00	
(022204)	010-9537-	- - - - -	-	-		27.00						
DP22-0001380	Posted	(005567) Carolyn Zimring	1460	Check	04/21/22	2721	AR22-00748		CR175812	APRIL - JUNE 2022 CAROLY	1,386.00	
(022204)	010-9537-	- - - - -	-	-		1,386.00						
DP22-0001381	Posted	(711623) Carol Yung	1460	Check	04/21/22	8014	AR22-00747	01	CR175812	APRIL - JUNE 2022 CAROL Y	186.00	
(022204)	010-9537-	- - - - -	-	-		186.00						
DP22-0001382	Posted	(000182) Carol Short	1460	Check	04/21/22	2375	AR22-00734		CR175812	APRIL - JUNE 2022 CAROL S	213.00	
(022204)	010-9537-	- - - - -	-	-		213.00						
DP22-0001383	Posted	(702574) Barbara Smalley	1460	Check	04/21/22	3410	AR22-00735	01	CR175812	APRIL - JUNE 2022 BARBAR	2,883.00	
(022204)	010-9537-	- - - - -	-	-		2,883.00						
DP22-0001384	Posted	(712850) Indalicio Pascua	1460	Check	04/21/22	3096	AR22-00818	00	CR175812	APRIL - JUNE 2022 INDALICI	54.00	
(022204)	010-9537-	- - - - -	-	-		54.00						
DP22-0001385	Posted	(702336) Sharon Fraser	1460	Check	04/21/22	17793	AR22-00715	01	CR175812	APRIL - JUNE 2022 SHARON	27.00	
(022204)	010-9537-	- - - - -	-	-		27.00						
DP22-0001386	Posted	(701841) Bruce Fraser	1460	Check	04/21/22	17793	AR22-00714	01	CR175812	APRIL - JUNE 2022 BRUCE F	27.00	
(022204)	010-9537-	- - - - -	-	-		27.00						
DP22-0001387	Posted	(700101) Jo Ann Borchard	1460	Check	04/21/22	5018	AR22-00695	01	CR175812	APRIL - JUNE 2022 JO ANN I	570.00	
(022204)	010-9537-	- - - - -	-	-		570.00						
DP22-0001389	Posted	(000095) Sylvia Gonzalez-Juarez	1460	Check	04/21/22	5194	AR22-00718	01	CR175812	APRIL - JUNE 2022 SYLVIA C	423.00	
(022204)	010-9537-	- - - - -	-	-		423.00						
DP22-0001390	Posted	(711776) Sally Keevy	1460	Check	04/21/22	2833992916	AR22-00730	01	CR175812	APRIL - JUNE 2022 SALLY K	141.00	
(022204)	010-9537-	- - - - -	-	-		141.00						

* On Hold

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ESCAPE ONLINE

COUNTY - County Account											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
DP22-0001391	Posted	(001308) City Of Oxnard Neighbor	1460	Cash	04/21/22	512117			CR175812	FAC USE APP HYCX 05/25/2	20.00
(011131)	010- 8650- 0000- 0- 0000- 0000- 000- 000- 0000- 0					20.00					
DP22-0001392	Posted	(701405) Ventura County Schools	1460	Check	04/21/22	50938			CR175812	W/C - G.BAUTISTA 03/24/22	691.35
(007266)	010- 2200- 0000- 0- 0000- 8210- 000- 540- 0000- 6					691.35					
DP22-0001393	Posted	(701405) Ventura County Schools	1460	Check	04/21/22	50940			CR175812	W/C - T.CERVANTES 03/24/22	2,419.54
(027058)	010- 1100- 0000- 0- 1110- 1000- 280- 100- 0000- 1					2,419.54					
DP22-0001394	Posted	(701405) Ventura County Schools	1460	Check	04/21/22	51158			CR175812	W/C - L. ORTIZ 03/26/22-04/0	1,743.83
(027018)	010- 1100- 0000- 0- 1110- 1000- 180- 100- 0000- 1					1,743.83					
DP22-0001395	Posted	(000142) Carmen Salcedo	1460	Check	04/21/22	144	AR22-00798		CR175812	APRIL - JUNE 2022 CARMEN	423.00
(022204)	010- 9537- - - - - - - - - -					423.00					

Total for Hueneme Elementary School District 945,058.79

Fund-Object Recap

010-1100	Teachers' Salaries	8,934.12
010-2100	Instructional Aides' Salaries	128.73
010-2200	Classified Support Salaries	4,669.92
010-2400	Clerical and Office Salaries	2,223.00
010-4300	Materials and Supplies	381.27
010-5200	Travel and Conferences	1,700.00
010-7141	Other Tuition/Excess Costs to	5,458.00
010-8290	All Other Federal Revenue	57,126.33
010-8590	All Other State Revenues	75,150.00
010-8650	Leases and Rentals	4,692.00
010-8699	All Other Local Revenue	67,636.15
010-9537	Retiree Benefits Liability	45,991.50

Fund 010 - General Fund 274,091.02

130-2200	Classified Support Salaries	1,024.13
130-8220	Child Nutrition Programs	613,445.69
130-8520	Child Nutrition Programs	38,973.76
130-8634	Food Services Sales	16,209.17

Fund 130 - Cafeteria Fund 669,652.75

* On Hold

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ESCAPE ONLINE

COUNTY - County Account

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
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Fund-Object Recap

250-8681		Mitigation/Developer Fees									1,315.02
										Fund 250 - Capital Facilities Fund	1,315.02
										Total for Hueneme Elementary School District	945,058.79

Org Recap

Hueneme Elementary School District

\$ - Cash	3,054.66
C - Check	942,004.13
Total Receipts	945,058.79
Report Total	945,058.79

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 602, Starting Receipt Date = 4/1/2022, Ending Receipt Date = 4/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: ACCEPTANCE OF GIFTS TO THE DISTRICT

BOARD MEETING DATE: May 23, 2022

FROM: Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board formally accept the following new gifts to the district and authorize the Superintendent to send a letter of appreciation to the donors.

- \$5,500.00 from the Seabee Historical Foundation for Hueneme Elementary School District students' transportation for field trips to the Seabee Museum

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: APPROVAL OF LEASE AGREEMENTS WITH CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY INC. AND CATALYST FAMILY INC. FOR FACILITIES FOR PRESCHOOL PROGRAMS AT SIX DISTRICT SCHOOLS

BOARD MEETING DATE: May 23, 2022

FROM: Patricia Marshall, Chief Business Official
Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board:

- (1) approve a one-year agreement for Lease of Premises between Hueneme Elementary School District and Child Development Resources of Ventura County Inc. for facilities for preschool programs at Hathaway, Larsen and Parkview Elementary Schools, as submitted;
- (2) approve a one-year agreement for Lease of Premises between Hueneme Elementary School District and Catalyst Family Inc. for preschool programs at Hueneme, Haycox and Williams Schools, as submitted; and
- (3) authorize the Superintendent or designee to execute the agreement.

BACKGROUND

Child Development Resources of Ventura County Inc. and Catalyst Family Inc. pay fees to reimburse the district for maintenance, custodial and utilities costs associated with the use of operating preschool programs at the schools. The agreements established priority for serving eligible preschool students, first within the school's attendance area and then within the district's attendance area. Students from outside the school or district attendance area will be served only if additional capacity remains. Since the success of this concept relies on effective communication and cooperation between district staff, site staff and the preschool staff, the agreements includes intent language regarding these issues. These preschool operations have been extremely successful.

Staff therefore recommends that the Governing Board continue the Lease of Premises for Hathaway, Larsen, and Parkview Schools with Child Development Resources of Ventura County Inc. for a term commencing on July 1, 2022 and terminating on June 30, 2023. Staff also recommends that the Governing Board continue the Lease of Premises for Catalyst Family Inc. for Hueneme, Haycox, and Williams Schools for a term commencing on July 1, 2022 and terminating on June 30, 2023.

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: APPROVAL OF NOTICE OF COMPLETION FOR EDISON SERVICE UPGRADE PROJECT (HESD 20-21-03) AT WILLIAMS ELEMENTARY SCHOOL

BOARD MEETING DATE: May 23, 2022

FROM: David Ragsdale, Associate Superintendent, Technology and Strategic Operations
Dr. Christine, Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board approve the signing of the notice of completion for the Edison Service Upgrade Project (HESD 20-21-03) at Williams Elementary School.

Contractor: Taft Electric Company
Project: Edison Service Upgrade
Completion Date: May 23, 2022

BACKGROUND

This project to provide required electrical infrastructure for Williams School’s HVAC upgrades was bid using California Uniform Public Construction Cost Accounting Act (CUPCCAA) informal bid process. The \$2,146.30 change order covered the cost of an encroachment permit required by the City of Oxnard. Administrative staff is recommending that the Governing Board approve the signing of the Notice of Completion for the Edison Service Upgrade Project at Williams Elementary School.

Package Award: July 26, 2021
Contract Amount: \$156,550.00
Change Notices: \$2,146.30
Final Contract Amount: **\$158,696.30**

HUENEME ELEMENTARY SCHOOL DISTRICT

BOARD AGENDA ITEM: APPROVAL OF LEASE AGREEMENT BETWEEN LLC DBA BEACHPORT CENTER AND HUENEME ELEMENTARY SCHOOL DISTRICT FOR THE EXPANDED LEARNING OPPORTUNITY PROGRAM

BOARD MEETING DATE: May 23, 2022

FROM: Patricia Marshall, Chief Business Official
Raven Aipa, Senior Director, Educational Programs
Dr. Christine Walker, Superintendent

STAFF COMMENT

RECOMMENDATION

It is recommended that the Governing Board:

- (1) ratify a two-year agreement for Lease of Premises between Hueneme Elementary School District and LLC DBA Beachport Center, as submitted;
- (2) authorize the Superintendent or designee to execute the agreement.

BACKGROUND

Hueneme Elementary School District agrees to lease office space from LLC DBA Beachport Center. The office space is located at 324 E. Scott Street, Port Hueneme, CA. Subject lease is for a term commencing on May 17, 2022, and terminating on May 17, 2024, with three one year extensions of terms. This lease agreement will allow the new Expanded Learning Opportunity Program (ELOP) to locate its program staff in a central location. ELOP provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. Local educational agencies must operate the ELOP pursuant to the requirements in California Education Code Section 46120.

Staff therefore recommends that the Governing Board approve the Lease of Premises for the Expanded Learning Opportunity Program space located at 324 E. Scott Street, Port Hueneme, CA with LLC DBA Beachport Center.

Delivery of Premises Date: Upon completion of tenant improvements.
Rent Commencement Date: Upon completion of tenant improvements
Thirty Days from Delivery of premises

STANDARD LEASE

05/17/2022

THIS LEASE ("Lease") is made and entered into this _____, by and between **939 S. Serrano Ave., LLC DBA Beachport Center** ("Landlord"), and **Hueneme Elementary School District** ("Tenant").

1. FUNDAMENTAL LEASE PROVISIONS. Certain Fundamental Lease Provisions are presented in this Article and represent the agreement of the parties hereto, subject to further definition and elaboration in the respective referenced Articles and elsewhere in this Lease. In the event of any conflict between any Fundamental Lease Provision and the balance of this Lease, the latter shall control. References to specific Articles are for convenience only and designate some of the Articles where references to the particular Fundamental Lease Provisions may appear.

1.1 Shopping Center: The term "Shopping Center" and "Landlord Property" as used herein shall refer to the property located in the City of Port Hueneme, County of Ventura, State of California, as more particularly described in Exhibit "A" attached hereto.

1.2 Demised Premises: The "Demised Premises" consist of the area generally crosshatched on the Plot Plan attached as Exhibit "B" hereto and commonly known as "324 E. Scott St., Port Hueneme, California 93041".

1.3 Approximate Floor Area of Demised Premises: 1467 square feet (said measurements being to the center of interior separation partitions and the outside of exterior walls).

1.4 Tenant's Trade Name: **Hueneme Elementary School District.** (See Article 3.)

1.5 Fixturization Period: n/a. (See Article 4).

1.6 Term: Two (2) years. (See Article 4.)

1.7 Lease Termination Date: Two (2) years after delivery of premises_____. (See Article 4.)

1.8 Guaranteed Minimum Monthly Rental ("GMMR"): Two Thousand Two Hundred 50/100 (\$2,200.50) (See Article 5.)

1.9 Extension(s) of Term: Three (3) One (1) year periods. (See Article 4.)

1.10 Security Deposit: Six Thousand no/100 Dollars (\$6,000.00) (See Section 33.26.)

1.11 Use of Demised Premises: **Hueneme School District Offices, training and other legal related business's** (See Article 3.)

1.12 Address for Notices:

Landlord: 939 S. Serrano Ave. LLC
DBA Beachport Center
P.O. Box 5024
Woodland Hills, CA 91365-5024
Telephone: 818/715-0575
Tenant: Hueneme Elementary School District
324 E. Scott St.,
Port Hueneme, California 93041

1.13 Real Estate Broker: North Oak Real Estate Inv., Inc. (See Section 33.30).


2. EXHIBITS. The following drawings and special exhibits are attached hereto and made a part of this Lease:

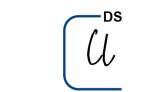
- Exhibit "A" - Legal Description of Shopping Center and Landlord Property
- Exhibit "B" - Plot Plan of Shopping Center Depicting Demised Premises
- Exhibit "C" - Construction Obligations
- Exhibit "D" - Landlord's Sign Criteria
- Exhibit "E" - Tenant's Estoppel Certificate
- Exhibit "F" - Rules and Regulations

3. USE. The Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Demised Premises with appurtenances as defined herein, for the purpose of conducting thereon only the use specified in Section 1.11 of this Lease and for no other use or purpose. ~~Tenant shall have the exclusive right in the Shopping Center to groom Animals. Tenant shall have the non-exclusive right to sell Animal toys, and grooming paraphernalia.~~ Tenant agrees to use the Demised Premises only under the trade name specified in Section 1.4 hereof.

4. TERM.

4.1 Initial Term. The term of this Lease shall be as specified in Section 1.6 hereof or until this Lease is earlier terminated as provided herein, including, but not limited to, the provisions of Article 23 hereof. The term of this Lease shall commence on the earlier of the following dates ("Commencement Date"): (a) the date the Fixturization Period specified in Section 1.5 expires after the Landlord notifies Tenant in writing that the improvements to be provided by Landlord as set forth in Article 8 have been substantially completed. or (b) the date on which Tenant shall open the Demised Premises for business to the public. In the event that the Commencement Date does not occur on the first (1st) day of a calendar month, the term of this Lease shall be extended by the number of days of the partial month at the commencement of the term such that the Lease shall end on the last day of a calendar month, which date of termination is specified in Section 1.7 hereof ("Termination Date"). Notwithstanding the


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foregoing, all of Tenant's obligations hereunder, except the payment of GMMR and additional rental, shall commence upon the earlier of the moment Landlord notifies Tenant in writing that the improvements to be provided by Landlord have been substantially completed and the moment Tenant takes possession of the Demised Premises. The improvements shall be deemed substantially completed when "Landlord's Work" as defined in Article 8 has been completed except for minor work which does not materially prevent Tenant from occupying the Demised Premises. Within five (5) business days following the Commencement Date, upon Landlord's request, Landlord and Tenant shall execute and acknowledge an estoppel certificate setting forth the Commencement Date and the Termination Date. Notwithstanding the foregoing, failure of Tenant to execute such certificate shall not affect Landlord's determination of the Commencement Date in accordance with the provisions of this Lease.

4.2 **Extension(s) of Term.** Tenant shall have the right to extend the term of this Lease for one (1) ~~three (3)~~ year periods under the same terms and conditions as the original Lease, except the amount of GMMR. If Tenant is in default on the date of giving an option notice, the option notice shall be totally ineffective or if Tenant is in default on the date an extended term is to commence, the extended term shall not commence and this Lease shall expire at either the end of the initial term or the end of the any of the option periods in which Tenant is in default.

In order to exercise such option(s) to renew or extend this Lease, Tenant shall give to Landlord notice, in writing, of its intention to do so at least **ninety (90)** days prior to the applicable expiration date of this Lease, and if Tenant shall fail to timely give such notice, all rights and privileges as granted to Tenant to renew or extend this Lease shall thereupon be null and void.

First Option Period GMMR: If Tenant exercises the first option to extend the term as set forth herein, the GMMR payable pursuant to Section 5.1 hereof for the first twelve (12) months of the first option period shall be the future market value for said space, but in no event shall the GMMR be less than the previous months GMMR plus a three percent increase. Thereafter the GMMR for the first year of each option period is established, the GMMR shall be increased commencing with the beginning of the thirteenth (13th) month of each option term, and annually thereafter, in the same manner as set forth in Section 5.3 of the Lease.

5. **RENTAL.**

5.1 **Guaranteed Minimum Monthly Rental.** Tenant shall pay to Landlord, during the term of this Lease from and after the Commencement Date as Guaranteed Minimum Monthly Rental ("GMMR") for the Demised Premises the sum specified in Section 1.8 hereof, which sum shall be paid in advance on the first (1st) day of each calendar month.

The GMMR shall be the sum specified in Section 1.8 hereof for the first twenty-four (24) months of this Lease and be adjusted annually thereafter as specified in Section 5.3 hereof. Tenant, contemporaneously with the execution of this Lease, shall deliver to Landlord GMMR for one calendar month, which shall be applicable to the initial month following the Commencement Date, the receipt of which is hereby acknowledged by Landlord. In the event the Commencement Date does not occur on the first (1st) day of a calendar month, the GMMR for the initial fractional month shall be prorated as of the Commencement Date on a per diem basis (calculated on the basis of a thirty (30) day month) and any additional GMMR shall be credited against the GMMR for the first full calendar month following the Commencement Date. All rental to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand at the address designated in Section 1.12 hereof.

5.2 Intentionally left blank.

5.3 **Cost of Living Adjustment.** Commencing on the twenty-fifth (13th) month after the Rent Commencement Date and on each anniversary date of the Rent Commencement Date thereafter, or if the Rent Commencement Date is not on the first (1st) day of a month, then on the first (1st) day of the next calendar month, the GMMR shall be adjusted by an increase of three percent (3%).

5.4 **Net Lease.** It is the intention of the Landlord and Tenant that the rent herein specified shall be net to the Landlord, and that all costs, expenses and obligations of every kind relating to the Demised Premises or the use, operation, management or occupancy thereof, whether or not now customary or within the contemplation of the parties hereto, which may arise or become due during the term of this Lease, shall be paid by the Tenant. Such amounts are considered additional rental hereunder.

5.5 **Additional Rental.** For purposes of this Lease, all payments required to be made by Tenant to Landlord for taxes, maintenance and repair, expenses in connection with the parking and common areas, insurance, and all other monetary obligations of Tenant under this Lease, shall be deemed to be additional rental.

5.6 **Declaration; Expense Allocation.** Landlord and Tenant acknowledge that the Landlord owns the Shopping Center as described in Exhibit "A" (and defined herein as the "Landlord Property"). The use, operation and maintenance of the Shopping Center and the Premises is or will be subject to an agreement of covenants, conditions, restrictions and easements (the "Declaration"). Tenant hereby subordinates to such Declaration and shall comply with and not violate any of the terms and provisions of such Declaration in connection with Tenant's use of the Premises. In the event the Declaration allocates property taxes, lighting expenses, common area maintenance expenses and any other expenses in connection with the parking and common areas or the Shopping Center, the allocation of such expenses to the Demised Premises under Articles 6, 9, 14 and 19 shall be based upon the expenses allocated to the Landlord's Property under the Declaration, to the extent allocated thereunder, and Tenant's allocation of such expenses shall be based upon the that portion of all such expenses which is equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises bears to the total number square feet of gross floor area of the buildings constructed on Landlord's Property. With respect to property which is not owned by Landlord but is subject to an easement, it is understood that any rights granted to Tenant hereunder by Landlord and/or any obligations hereunder of Landlord shall only be to the extent of Landlord's rights under the easement, including the non-exclusive easement for parking, ingress and egress, over Lot 119 of Tract 8627. Landlord hereby agrees to use its reasonable efforts to enforce such rights under the easement.



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6. REAL ESTATE TAXES. In addition to all rentals herein reserved, Tenant shall pay to Landlord annual real estate taxes and assessments levied upon the Demised Premises and a pro rata share of annual real estate taxes and assessments levied upon the parking and common areas of the Shopping Center. Landlord shall estimate the amount of taxes next due and Tenant shall pay, on a monthly basis, together with GMMR as additional rental, the amount of Tenant's estimated tax obligation. Within thirty (30) days following receipt of the actual tax bill, Landlord shall provide to Tenant a reconciliation of the amount owed by Tenant and the amount actually paid by Tenant. If Tenant has underpaid Tenant shall pay the additional amount owed in a lump sum within ten (10) days. If Tenant has overpaid, the amount of the overpayment shall be credited against the payment for such taxes and assessments next coming due. Even though the term of this Lease has expired and Tenant has vacated the Demised Premises, when the final determination is made of Tenant's share of such taxes and assessments, Tenant shall immediately pay to Landlord the amount of any additional sum owed, and any overpayment shall immediately be paid by Landlord to Tenant. Landlord shall have the right to elect to collect taxes on a semi-annual basis, in which event Tenant's pro rata share shall be payable within ten (10) days after receipt of a semi-annual statement to be sent by Landlord to Tenant setting forth the amount of such tax based upon the actual tax bill received by Landlord.

In the event the Demised Premises, together with a pro rata share of the parking and common area, are not separately assessed, Landlord shall allocate a portion of the real estate taxes and assessments to Tenant by any reasonable method selected by Landlord in its sole discretion, including allocating the annual real estate taxes and assessment based on the ratio that the gross floor area of the Demised Premises bears to the total gross leasable floor area of the building or buildings within the tax parcel of which the Demised Premises is a part. It is agreed that it shall be reasonable for Landlord to exclude from such calculation the square footage leased or owned by any tenant or owner who pays real property taxes and/or assessments on other than an allocable basis so long as the amount so paid by such tenant or owner is deducted from the amount being allocated.

Any such tax for the year in which this Lease commences or ends shall be apportioned and adjusted. With respect to any assessment which may be levied against or upon the Demised Premises and which, under the laws then in force, may be evidenced by improvement or other bonds, payable in annual installments, only the annual payments on said assessment shall be included in computing Tenant's obligation for taxes and assessments.

The term "real estate taxes" as used herein shall be deemed to mean all taxes imposed on the real property and permanent improvements constituting the Demised Premises and/or the parking and common areas as well as taxes of every kind and nature (including any tax on rent which is substituted in whole or in part for real property taxes or assessments and any license fee imposed by a local governmental body on the collection of rent, and excluding federal and state income taxes) levied and assessed in lieu of, in substitution for, or in addition to, existing real property taxes, whether or not now customary or within the contemplation of Landlord and Tenant, and all assessments levied against the Demised Premises and/or the parking and common areas. The term "real estate taxes" also shall include the cost to Landlord of contesting the amount, validity or applicability of any taxes referred to in this Article. "Real estate taxes" shall not include personal income taxes, inheritance taxes, or franchise taxes levied against the Landlord but not directly against such property even though such taxes shall become a lien against said property, unless such taxes are in lieu of or in substitution for taxes levied directly against such property.

Tenant shall pay to Landlord any and all excise, privilege and other taxes levied or assessed by any federal, state or local authority upon or measured by the rental or other amounts received by Landlord hereunder, and Tenant shall bear any business tax imposed upon Landlord by any governmental authority which is based or measured in whole or in part by amounts charged or received by Landlord from Tenant under this Lease.

Tenant shall be liable only for that portion of the taxes and assessments attributable to the Demised Premises based upon individual assessment valuations (proration) supplied by the County Assessor. Said proration shall be conclusive upon both parties unless the parties otherwise mutually agree in writing.


Tenant shall pay all special taxes and assessments or license fees levied, assessed or imposed by law or ordinance, by reason of the use of the Demised Premises for the specific purposes set forth in this Lease.


7. PERSONAL PROPERTY TAXES. During the term hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Demised Premises, and when possible, Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of the Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the Landlord's real property, the Tenant shall pay to Landlord Tenant's share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

8. CONSTRUCTION. Landlord and Tenant agree to construct the improvements to the extent shown on the attached Exhibit "C" ("Landlord's Work" and "Tenant's Work", as applicable), at each party's sole cost and expense, as provided in Exhibit "C".

9. PARKING AND COMMON AREAS.

9.1 Parking and Common Area Definition. The term "parking and common areas" as used herein shall mean those portions of the Shopping Center that are from time to time established by Landlord as automobile parking areas, roadways, walkways, landscaped areas, malls, service areas, electrical and mechanical rooms, the community center and the like. During the term of this Lease and any extension thereof, Landlord gives to Tenant for the use and benefit of Tenant, Tenant's agents, employees, customers and subtenants a non-exclusive license in common with Landlord and other present and future owners and tenants of the Shopping Center and their agents, employees, customers, licensees and subtenants, and others authorized by Landlord to use the parking and common areas of the Shopping Center for ingress, egress and automobile parking, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such parking and common areas shall not constitute a violation of this covenant. Landlord reserves the right in its sole and absolute discretion (without which right Landlord would not have entered into this Lease), to change the location of buildings and the entrances, exits, traffic lanes, parking stalls, landscaped areas, the direction and flow of traffic,


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and the size, boundaries, location, and configuration of the parking and common areas, to create temporary and permanent kiosks, and to annex additional property to the Shopping Center by Landlord. The license shall be automatically revoked to the extent portions of the Shopping Center are deleted by Landlord from the parking and common areas and shall be deemed expanded to the extent areas are added and are identified by Landlord in writing as additional common areas. Nothing herein contained shall be deemed to prevent Landlord from using or authorizing others to use said parking and common areas for utility lines and appurtenances, pickups and deliveries to and from buildings within the Shopping Center, construction, and other similar purposes. This Lease shall be subject to any agreement existing as of the date of this Lease or subsequently recorded against or for the benefit of the real property of which the Demised Premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the parking and common areas, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of such agreement shall prevail.


9.2 Opening of Parking and Common Areas. Prior to the date on which Tenant shall open the Demised Premises for business to the public, Landlord shall cause those portions of the parking and common areas reasonably necessary for the operation of Tenant's business to be graded, paved, lighted and appropriately marked and landscaped at no expense to Tenant.


9.3 Maintenance of Parking and Common Areas. During the entire term hereof, Landlord shall keep or cause to be kept the parking and common areas as same are established and completed by Landlord in a good, neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with said parking and common areas shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the phrase "expenses in connection with the parking and common areas" as used herein shall be construed to include, but not be limited to, all sums expended by Landlord in connection with said parking and common areas for all general maintenance, repairs, and replacements; costs expended by Landlord for managing, labor, payroll taxes, materials and supplies relating to the Shopping Center or portion thereof and utilities services utilized in connection therewith; resurfacing, painting, restriping, cleaning, sweeping and janitorial services; planting and landscaping; lighting and other utilities; repairing or replacing curbs, paved and unpaved surfaces, directional signs and other markers and bumpers; reasonable reserves to accomplish any replacements of the parking and common area improvements, including repaving of the parking and driveway areas, based upon Landlord's estimate as to when replacement of such improvements will be necessary; personnel to implement such services and to police the parking and common areas (but Landlord shall have no liability for the adequacy or performance of any police or security system); required fees or charges levied pursuant to any government requirements; public liability and property damage insurance on the parking and common areas, which shall be carried and maintained by Landlord, with limits as determined by Landlord; and a fee equal to ten percent (10%) of said costs passed through to Tenant pursuant to the terms of this Lease to Landlord for Landlord's supervision of said parking and common areas.

Tenant agrees to pay to Landlord Tenant's pro rata share of the total expenses in connection with the parking and common areas. Subject to Section 5.6, Tenant's pro rata share of such expenses shall be that portion of all such expenses which is equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises bears to the total number of square feet of gross floor area of all buildings in the Shopping Center as of the commencement of each calendar month. There shall be an appropriate adjustment of Tenant's share of the expenses in connection with the parking and common areas as of the commencement and expiration of the term of this Lease. The terms "gross floor area" and "gross leaseable floor area" as used herein shall be deemed to mean the floor area in either the Demised Premises or any other building in the Shopping Center, with measurements to be from the outside of exterior walls and from the center of interior separation partitions, but in Landlord's discretion consistently applied. Landlord may exclude from such terms mezzanines, trash enclosures, loading areas and the like. In the event and to the extent that any tenant in the Shopping Center or any owner of any portion of the Shopping Center pays parking and common area expenses on other than the proportionate basis described above, Landlord may, in such event and to such extent, exclude the square footage of floor area leased or owned by such party for purposes of the above-described allocation so long as the actual amount paid by such party is deducted from the parking and common area expenses being so allocated.

Upon the Commencement Date, or at any time thereafter, Landlord may submit to Tenant a statement of the anticipated expenses in connection with the parking and common areas for the period between such Commencement Date and the following December 31, and Tenant shall pay its pro rata share thereof in equal monthly payments. Tenant shall continue to make such payments until notified by Landlord of a change thereof. Landlord may, at any time, increase or decrease such estimated payments in the event that Landlord reasonably determines that such estimated payments are incorrect or the percentage to be allocated to Tenant is adjusted. By March 1 of each year, Landlord shall endeavor to give Tenant a statement showing the total expenses in connection with the parking and common areas for the prior calendar year and Tenant's pro rata share thereof. In the event the total of the estimated payments which Tenant has made for the prior calendar year are less than Tenant's actual share thereof, Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay an additional amount to adjust any underpayment in the estimated payments for the current year. Any overpayment by Tenant shall be credited towards the payment next coming due. Even though the term of this Lease has expired and Tenant has vacated the Demised Premises, when the final determination is made of Tenant's share of said expenses for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated payments previously made by Tenant and, conversely, any overpayments shall be immediately paid by Landlord to Tenant. Alternatively, Landlord may elect to bill Tenant its pro rata share after the expenses have been incurred, in which event, Tenant's pro rata share shall be based on actual expenses at such intervals as Landlord shall determine.

9.4 Employee Parking. Notwithstanding any other provision contained herein, at Landlord's written request, Tenant and Tenant's employees shall park their automobiles outside the Shopping Center or in those areas, if any, within the Shopping Center designated for employee parking. In the event Landlord designates employee parking within the Shopping Center, Tenant and Tenant's employees shall park their automobiles in the area designated by Landlord. Upon Landlord's request, Tenant shall submit to Landlord a list of Tenant's employees and the license numbers of vehicles driven by them (including the license numbers of Tenant's own vehicles). Tenant shall thereafter notify Landlord of any changes to such list within five (5) days after such change occurs. If Tenant or its employees park their vehicles in other than a designated area, Landlord may charge Tenant, without prior notice, Ten Dollars (\$10.00) per day, or any part thereof, per vehicle parked in other than a designated area. All amounts shall be paid within ten (10) days after demand. Additionally, Landlord is authorized to cause any such


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vehicle parked in other than a designated area to be towed away. Tenant shall hold Landlord harmless from any liability relating thereto and within ten (10) days after demand for payment shall pay the cost of towing and storage if not paid by the employee.


9.5 Rules and Regulations. In addition to other rules and regulations for the Shopping Center or Landlord's Property, or as part of such rules and regulations, Landlord may adopt from time to time rules and regulations for the orderly and proper operation of said parking and common areas. Such rules and regulations may include, but shall not be limited to, the following: (i) the restricting of employee parking to a limited, designated area or areas or prohibiting parking by employees in the Shopping Center as above provided; (ii) the restriction of designated areas for drive-through banking, savings, restaurant or other drive-through facilities and/or loading, trash or other storage areas whether or not same are roofed and/or enclosed; (iii) the establishment of certain limited areas as exclusive parking areas for certain tenants of the Shopping Center; and (iv) the restriction of loading, unloading and deliveries to specified times and areas.

10. USES PROHIBITED. Tenant shall not use, or permit the Demised Premises, or any part thereof, to be used for any purpose or purposes other than the express purpose or purposes for which the Demised Premises are hereby leased pursuant to Section 1.11 hereinabove or carry on its business other than under the trade name designated in Section 1.4. No use shall be made or permitted to be made of the Demised Premises, nor acts done, which is obnoxious to, out of harmony with, or objectionable to the development or operation of the Demised Premises and/or adjoining properties, including, without limitation, the following prohibited activities, occurrences and uses: (i) no merchandise shall be displayed or sold outside the enclosed building areas on the Demised Premises; nor shall any use other than parking and landscaping, be made of any outside areas; (ii) no solicitation of any kind, distribution or handbills or other materials, parading, rallying, patrolling, picketing, demonstrating or similar conduct shall be permitted outside the enclosed building areas on the Demised Premises; (iii) no loudspeakers or other sound which may be heard or experienced outside the enclosed building areas on the Demised Premises and no nuisance, incineration, during on or adjacent to the Demised Premises, explosion, obnoxious odor or obnoxious noise shall be permitted; (iv) no auction, fire, bankruptcy, going out of business or similar sale shall be conducted or advertised; (v) nothing shall be done which shall be injurious to the Demised Premises or adjoining properties or unlawful or contrary to public policy or to a law, ordinance, regulation or requirement of any public authority, or would constitute an extra hazardous use, or would violate, suspend or void any policy of insurance required to be carried on the Demised Premises or which would increase the rate of insurance thereon; (vi) no use shall be made of the sidewalk area on the Demised Premises other than pedestrian movement; (vii) there shall not be permitted the use by the public, as such, of the Demised Premises or any part thereof without restriction or in such manner as might reasonably tend to impair the Landlord's title to the Demised Premises or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Demised Premises or any part thereof; (viii) no act or omission of the Tenant shall permit any lien or encumbrance of any kind whatsoever to attach to the Demised Premises; (ix) no act or omission which would constitute a breach, or event which with passage of time, notice of either of them, would constitute a breach of any recorded documents; (x) no sale of any so-called "surplus" "Army and Navy," or "secondhand" goods or drug paraphernalia or "head-shop" goods, as those terms are generally used at this time and from time to time hereinafter, shall be conducted on or from the Demised Premises; and (xi) no use shall be made or permitted which conflicts with any recorded document or restrictive use covenant. Tenant shall not sell or permit to be kept, used, displayed or sold in or about the Demised Premises: (a) pornographic or sexually explicit books, magazines, literature, films or other printed material, sexual paraphernalia, or other material which would be considered lewd, obscene or licentious, (b) any use which may be prohibited by standard forms of fire insurance policies, or (c) any alcoholic beverages unless expressly permitted by Article 1.11 hereof. Tenant shall not use, or permit to be used, the Demised Premises, or any part thereof, for the installation or on-premises use of any vending machine, gaming machine or video or arcade game unless expressly permitted by this Lease. No use shall be made or permitted which conflicts with any recorded document. Tenant shall, at Tenant's sole cost, comply with any and all requirements, pertaining to the use of the Demised Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering the building of which the Demised Premises are a part and appurtenances. In the event Tenant's use of the Demised Premises results in a rate increase for any building within the Shopping Center, or the parking and common areas, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

Tenant shall not commit, or suffer to be committed, any waste upon the Demised Premises, or any nuisance or other act, or thing, which may disturb the quiet enjoyment of any other tenant or occupant of the Shopping Center. Tenant shall not, without Landlord's prior written consent, display or sell merchandise outside the defined exterior walls and permanent doorways of the Demised Premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Demised Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other solvency proceeding nor display any "going out of business" or similar sign. Tenant shall not advertise, solicit business or give out literature or materials within the parking and common areas of the Shopping Center without Landlord's prior written consent.

11. ALTERATIONS AND FIXTURES. Tenant shall not make, or suffer to be made, any alterations to the Demised Premises, or any part thereof, or the building containing the Demised Premises or change the appearance of the building containing the Demised Premises without the prior written consent of Landlord, and any alterations to the Demised Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and shall at the expiration or earlier termination of this Lease belong to Landlord. Tenant shall not in any event make any changes to the exterior of the Demised Premises. Any such alterations shall be in conformance with the requirements of all municipal, state, federal, and other governmental authorities, including requirements pertaining to the health, welfare or safety of employees or the public and in conformance with reasonable rules and regulations of Landlord. Landlord may require that any such alterations be removed prior to the expiration of the term hereof. Any removal of alterations or furniture and trade fixtures shall be at Tenant's expense and accomplished in a good and workmanlike manner. Any damage occasioned by such removal shall be repaired at Tenant's expense so that the Demised Premises can be surrendered in a good, clean and sanitary condition as required by Article 12 hereof. On completion of any work of alteration, addition or improvement by Tenant, Tenant shall supply Landlord with "as-built" drawings accurately reflecting all such work.


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Tenant agrees to promptly fixturize and stock the Demised Premises in a manner comparable to other stores of a similar nature. Any and all fixtures and appurtenances installed by Tenant shall be new and shall conform with the requirements of all municipal, state, federal, and governmental authorities, including requirements pertaining to the health, welfare, or safety of employees or the public.

Landlord, within five (5) days after demand from Tenant, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the premises of tenant's personal property or tenant's trade fixtures in which Landlord waives any rights it may have or acquire with respect to that property, if the supplier, lessor, or lender agrees in writing that:

1. It will remove that property from the premises before the expiration of the term or within thirty (30) days after termination of the term, but if it does not remove the property within ten (10) days it shall have waived any rights it may have had to the property.
2. It will make whatever restoration or repairs to the Demised Premises that is necessitated by the removal.



12. MAINTENANCE AND REPAIR. Tenant shall, subject to Landlord's obligations hereinafter provided, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain and repair the Demised Premises, Tenant's portion of the building containing the Demised Premises and other improvements within the Demised Premises in good and sanitary order, condition, and repair (except as hereinafter provided), including, without limitation, the maintenance and repair of any store front, doors, window casements, glazing, heating and air-conditioning system, including the maintenance of a service contract with a heating and air-conditioning contractor approved by Landlord and meeting any warranty requirements of Landlord, plumbing, pipes, electrical wiring and conduits. Tenant shall supply Landlord with a copy of such contract within ten (10) days after opening for business, and, upon request at any time, evidence that such contract or other contract remains in effect. After notice to Tenant, Landlord shall have the right to contract directly for heating and air-conditioning maintenance, and in such event, Tenant shall pay the cost of same, or a reasonable portion thereof determined by Landlord if the contract covers more than the Demised Premises. In addition to the foregoing expenses, Landlord, at its election, may employ a roof maintenance service company and an air-conditioning service company to provide repair and preventive maintenance for the roofs. The cost of said services shall be included in the common area charges and shall be prorated pursuant to Article 9. For purposes of this particular proration, floor area of any buildings not included in said roof maintenance service shall be excluded from the denominator. Tenant shall also, at Tenant's sole cost and expense, be responsible for any alterations or improvements to the Demised Premises necessitated as a result of the requirement of any municipal, state or federal authority. Tenant hereby waives all rights to make repairs at the expense of Landlord, and Tenant hereby waives all rights provided for by the Civil Code of the State of California to make said repairs. By entering into the Demised Premises, Tenant shall be deemed to have accepted the Demised Premises as being in good and sanitary order, condition and repair, and Tenant agrees on the last day of said term or sooner termination of this Lease to surrender the Demised Premises with appurtenances, in the same condition as when received and in a good, clean and sanitary condition, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the Demised Premises, as needed.

Landlord shall, subject to Tenant's reimbursement as herein provided, maintain in good repair the exterior walls, roof and sidewalks. Tenant agrees to pay to Landlord, Tenant's pro rata share of the cost of preventative maintenance of the walls, roof and sidewalks, together with reasonable reserves to accomplish any replacements of or substantial repairs to the roof. Tenant agrees that it will not, nor will it authorize any person to, go onto the roof of the building of which the Demised Premises are a part without the prior written consent of Landlord. Said consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant, at Tenant's expense, and will be made in such a manner so as not to invalidate any guarantee relating to said roof. Landlord shall not be required to make any repairs to the exterior walls, roof and sidewalks unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Tenant shall reimburse Landlord for its pro rata share of the cost of such repairs to, and maintenance of, the building containing the Demised Premises according to the gross floor area of the Demised Premises as it relates to the total gross floor area of such building as of the date of such repair or maintenance. Tenant's reimbursement shall include a supervision fee to Landlord equal to fifteen percent (15%) of the maintenance and repair costs incurred by Landlord.

13. COMPLIANCE WITH LAWS. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the Demised Premises, and shall faithfully observe in said use all municipal ordinances, state and federal statutes, or other governmental regulations now in force or which shall hereinafter be in force. Tenant shall obtain a business license prior to the Commencement Date. Tenant's violation of law shall constitute an incurable default under this Lease. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

14. INSURANCE.

14.1 Landlord to Provide Casualty Insurance. Landlord shall maintain fire and extended coverage insurance throughout the term of this Lease in an amount equal to ~~at least ninety percent (90%)~~ of the replacement value of the building containing the Demised Premises, within the classification of "All-Risk", together with such other insurance, coverages and endorsements as may be required by Landlord's lender or by any governmental agency, or as Landlord may determine, including, but not limited to, vandalism and malicious mischief endorsements, rental abatement, sprinkler damage, earthquake, or flood insurance. ~~Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of loss or damage (including consequential loss) resulting from any of the perils insured against as a result of said insurance. Tenant agrees to pay to Landlord Tenant's pro rata share of the cost of said insurance to be determined by the relationship that the gross floor area of the Demised Premises bears to the total gross leaseable floor area of the building or buildings for which such policy relates. In the event Landlord elects to obtain less than one hundred percent (100%) replacement cost insurance for the building containing the Demised Premises or any other improvements within the Shopping Center, or obtains any other type of insurance with a deductible, Tenant shall pay its pro rata~~

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share of any repair or restoration costs within the deductible amount, based upon the square footage of the Demised Premises to the total gross leaseable floor area of the building or buildings for which such deductible and loss relates.

Food Preparation. Tenant, if involved in food preparation and sales as a cafe, restaurant, or similar use, and/or food takeout service, shall install at Tenant's expense, grease traps and any fire protective systems in grill, deep fry, and cooking areas which are required by city, county, and state fire ordinances, and such system when installed shall qualify for full fire protective credits allowed by the fire insurance rating and regulatory body in whose jurisdiction the Demised Premises are located.

- 14.2 Tenant to Provide Personal Property Insurance.** Tenant, at its expense, shall maintain fire and extended coverage insurance on its trade fixtures, equipment, personal property and inventory within the Demised Premises from loss or damage to the extent of their full replacement value and shall provide plate glass coverage. ~~Tenant shall also carry Workers' Compensation Insurance as required by law. A certificate evidencing such insurance shall be delivered to Landlord. Such insurance shall provide protection against any risk included within the classification "All Risk", including but not limited to insurance against sprinkler leakage, vandalism and malicious mischief. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Tenant improvements and personal property so insured. Tenant shall, at its cost, maintain business interruption or loss of income insurance assuring that the rental payable hereunder will be paid to Landlord for a period of not less than twelve (12) months if the Demised Premises are destroyed or rendered inaccessible by a risk insured against by a policy of All Risk Insurance, with any endorsements required by this paragraph 14.3. Such coverage shall include a sixty (60) day extended period of indemnity endorsement.~~
- 14.3 Tenant to Provide Liability Insurance.** During the entire term of this Lease, the Tenant shall, at the Tenant's sole cost and expense, maintain General Liability Insurance coverage. Such liability insurance shall have combined single limits of TWO MILLION DOLLARS (\$2,000,000.00). Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage. but for the mutual benefit of Landlord and Tenant, maintain coverage for Worker's Compensation in the statutorily required amount, including employer's liability with a liability limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) and Commercial Liability Insurance or Comprehensive General Public Liability Insurance against claims for bodily injury, death or property damage occurring in, upon or about the Demised Premises and on any sidewalks directly adjacent to the Demised Premises with insurance companies licensed to do business in the state where the Demised Premises are located rated AX or better by Best's Insurance Guide. Such liability insurance shall have combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury, death, and property damage. All such policies of insurance shall be issued in the name of Tenant for the mutual and joint benefit and protection of the parties, and a Certificate of such policies of insurance shall be delivered to Landlord. Landlord, and any other persons or entities designated by Landlord and having an insurable interest in the Demised Premises, shall be added as additional insured's pursuant to such policies (although they shall not be "named insured's" therein). Said insurance shall provide by its terms that coverage is to be primary and noncontributing with any similar insurance carried by Landlord as the additional parties designated by Landlord. Such policy shall provide that not less than thirty (30) days written notice shall be given to Landlord prior to the cancellation or modification of any such policy. Landlord may require an increase in the amounts of such insurance as such amounts are reasonably determined by Landlord or Landlord's lender to provide for increases in cost of living or liability experience. Provided, however, if Landlord so elects Landlord may provide such insurance and, in such event, Tenant agrees to pay its pro rata share of the cost of said insurance on the same basis as provided in Section 14.1 above. Prior to the Commencement Date (or such earlier date as Tenant takes possession of the Demised Premises for any purpose) and at least thirty (30) days prior to the expiration of any insurance policy, Tenant shall provide Landlord with a certificate of insurance or other evidence that the insurance required by this Article will be in effect, or will remain in effect, during the next year. The policy or policies providing the coverage required pursuant to this Section shall contain an endorsement providing, in substance, that "such insurance as is afforded hereby for the benefit of Landlord and any other additional insured's designated by Landlord shall be primary and any insurance carried by Landlord and any other additional insured's designated by Landlord shall be excess and not contributory. In no event shall the limits of any coverage maintained by Tenant pursuant to this paragraph be considered as limiting the liability of Tenant pursuant to this Lease.
- 14.4 Tenant to provide Workers' Compensation Insurance. Tenant shall procure and maintain, during the term of this Lease, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Lease. Tenant shall procure and maintain Employers' Liability insurance coverage of ONE MILLION DOLLARS (\$1,000,000.00).**
- 14.5 Certificates of Insurance.** Tenant shall provide certificates of insurance to the Landlord, with Landlord as certificate holder, as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing the Lease, and at any other time upon the request of the Landlord.
- 14.6 Endorsements.** Tenant's liability insurance shall name Landlord as additional insured. The endorsement specifying additional insured shall be ISO form CG 20 11 04 13 or an equivalent endorsement reasonably acceptable to the Landlord.
- 14.7 Acceptability of Insurers.** Pursuant to the Joint Exercise of Powers Act, California Government Code sections 6500 et seq, the Tenant is permissibly self-insured. As approved by the California Department of General Services, the Tenant will maintain programs of self-insurance sufficient to cover its activities. As such, Tenant has no A.M. Best rating.
- 14.8 Failure to Procure Insurance.** Failure on the part of Tenant to procure or maintain required insurance shall constitute a material breach of contract under which the Landlord may terminate this Lease.

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14.2 Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by property damage to the Demised Premises, its contents, or Tenant's trade fixtures, equipment, personal property or inventory arising from any risk generally covered by insurance against the perils of fire, extended coverage, vandalism, malicious mischief, theft, sprinkler damage, and earthquake sprinkler leakage. Each of the parties, on behalf of its respective insurance companies insuring such property of either Landlord or Tenant against such loss, waives any right of subrogation that it may have against the other. The foregoing waivers of subrogation shall be operative only so long as available in California and provided further that no policy is invalidated thereby.

~~**14.3 Blanket Insurance.** Each party shall be entitled to fulfill its insurance obligations hereunder by maintaining a so-called "blanket" policy or policies of insurance in such form as to provide by specific endorsement coverage not less than that which is required hereunder for the particular property or interest referred to herein.~~

15. INDEMNIFICATION OF LANDLORD. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damage to equipment or other personal property, trade fixtures, leasehold improvements, goods, wares, inventory and merchandise, in, upon or about the Demised Premises and for injuries to persons in or about the Demised Premises, from any cause arising at any time (including, but not limited, to the police or security system for the Shopping Center); and Tenant will hold Landlord exempt and harmless from any damage or injury to any person, or the equipment and other personal property, leasehold improvements, goods, wares, inventory and merchandise of any person, arising from the use of the Demised Premises or the parking and common areas by Tenant or its employees and customers, or from the failure of Tenant to keep the Demised Premises in good condition and repair, as herein provided. All property kept, stored or maintained on the Demised Premises shall be so kept, stored, or maintained at the sole risk of Tenant; and except in the case of Landlord's willful misconduct, Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages to persons or property sustained by Tenant or by any other person or firm resulting from the building in which the Demised Premises are located or by reason of the Demised Premises or any equipment located therein becoming out of repair, or through the acts or omissions of any persons present in the Shopping Center or renting or occupying any part of the Shopping Center, or for loss or damage resulting to Tenant or Tenant's property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure or defect in any electric line, circuit, or facility, or any other type of improvement or service on or furnished to the Demised Premises or resulting from any accident in, on, or about the Demised Premises or the building in which the Demised Premises are located. Landlord shall have no liability for conduct of others upon the Demised Premises or the Shopping Center.


15.1 Indemnification of Landlord. To the fullest extent permitted by law, Tenant agrees to defend, indemnify, and hold harmless Landlord, and Landlord's agents, officers, partners, and lenders from and against any and all claims, demands, liens, monetary or other losses, loss of use, damages and expenses, penalties, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of, involving, or in connection with, activities of the Tenant or those of any of its officers, agents, employees, contractors, invitees, participants, vendors, or subcontractors of Tenant, whether such act or omission is authorized by this Lease or not, including loss or liability caused by the passive or active negligence of the Landlord. Tenant also agrees to pay for any and all damage to the real and personal property of the Landlord, or loss or theft of such property, or damage to the Property done or caused by such persons. Landlord assumes no responsibility whatsoever for any personal property placed on the Demised Premises by Tenant, or Tenant's agents, employees, participants, vendors, or subcontractors. Tenant further hereby waives any and all rights of subrogation that it may have against the Landlord. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Landlord. If any action or proceeding is brought against the Landlord by reason of any of the foregoing, Tenant shall, upon notice, defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.


15.2 Indemnification of Tenant. To the fullest extent permitted by law, Landlord agrees to defend, indemnify, and hold harmless Tenant, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Landlord. Landlord also agrees to pay for any and all damage to the personal property of the Tenant, done or caused by Landlord directly. Landlord further hereby waives any and all rights of subrogation that it may have against the Tenant. The provisions of this Indemnification do not apply to any damage or losses caused solely by the gross negligence or willful misconduct of the Tenant or any of its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers.

16. FREE FROM LIENS. Tenant shall keep the Demised Premises, the building containing the Demised Premises, and the property on which the Demised Premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant or alleged to have been incurred by Tenant. Prior to commencing any construction, Tenant shall provide Landlord with a completed Notice of Non-responsibility for execution by Landlord, filing at the Demised Premises and recordation by Landlord, at Tenant's expense.

17. ABANDONMENT. Tenant shall not vacate or abandon the Demised Premises at any time during the term of this Lease; and if Tenant shall abandon, vacate or surrender the Demised Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Demised Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be mortgaged to Landlord.

18. SIGNS. Tenant shall not place or permit to be placed any sign upon the exterior, in the interior or exterior of the windows of the Demised Premises or which will be visible from the exterior of the Demised Premises without Landlord's prior written consent. Landlord's sign criteria ("Sign Criteria") is attached hereto as Exhibit "D" and


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Tenant shall within ten (10) days from the date hereof, submit preliminary scaled schematic sign construction drawings for Tenant's trade name indicated in Section 1.4 hereof, indicating design, materials and placement of Tenant's sign for Landlord's review and approval. Upon receipt of written approval from the Landlord and the appropriate governmental agency, Tenant shall pay for the cost of constructing and installing the sign and shall cause the sign to be installed. Upon the expiration or earlier termination of this Lease, Tenant shall cause the sign to be removed, at Tenant's sole cost and expense and shall repair any damage to the Demised Premises caused by the removal of the sign.



- 19. **UTILITIES.** Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, sewer, telephone service, trash removal (unless included in the expenses to maintain the common and parking areas) and all other services and utilities used in, upon, or about the Demised Premises by Tenant or any of its subtenants, licensees, or concessionaires during the term of this Lease and shall cause the utilities to the Demised Premises to be placed in Tenant's name prior to or effective as of the delivery of the Demised Premises to Tenant. If any utility is not separately metered, Tenant agrees to reimburse Landlord for the cost of said service as Landlord shall reasonably determine to be Tenant's share thereof plus a supervision fee to Landlord equal to ten percent (10%) of such cost. Landlord shall not be liable for any failure or interruption of any utility service.
- 20. **ENTRY AND INSPECTION.** Tenant shall permit Landlord and Landlord's agents to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which the Demised Premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the Demised Premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Demised Premises thereby occasioned. Tenant shall permit Landlord, at any time within six (6) months prior to the expiration of this Lease, to place upon the Demised Premises any usual or ordinary "For Lease" signs, and during such six (6) month period, Landlord or Landlord's agents may, during normal business hours, enter upon said Demised Premises and exhibit same to prospective tenants.
- 21. **DAMAGE AND DESTRUCTION OF DEMISED PREMISES.** In the event of (a) partial or total destruction of the Demised Premises or the building containing same during the term of this Lease which requires repairs to either the Demised Premises or said building, or (b) the Demised Premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either the Demised Premises or said building, Landlord shall forthwith make said repairs, provided Tenant gives to Landlord thirty (30) days' written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of GMMR while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Demised Premises. However, if during the last two (2) years of the term of this Lease the Demised Premises and/or said building are damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five percent (25%) of the then replacement cost (excluding foundations), Landlord may, within thirty (30) days following the date such damage occurs, terminate this Lease by written notice to Tenant. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall continue in full force and effect, and the GMMR shall be proportionately reduced while such repairs are being made as hereinabove provided.

The foregoing to the contrary notwithstanding, if the Demised Premises or said building is damaged or destroyed at any time during the term hereof to an extent of more than twenty-five percent (25%) of the then replacement cost (excluding foundations) as a result of a casualty not insured against, Landlord may, within thirty (30) days following the date of such destruction, terminate this Lease upon written notice to Tenant. If Landlord does not elect to terminate because of said uninsured casualty, Landlord shall promptly rebuild and repair the Demised Premises and/or the building and the GMMR shall be proportionately reduced while such repairs are being made as hereinabove provided.

If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of such destruction.

With respect to any partial or total destruction (including any destruction necessary in order to make repairs required by any such declaration of any authorized public authority) which Landlord is obligated to repair or may elect to repair under the terms of this Article 21, Tenant waives any statutory right Tenant may have to ~~cancel~~ **terminate** this Lease as a result of such destruction.

- 22. **ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet the Demised Premises, or any part thereof, or any right or privilege appurtenant thereto, without first obtaining the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Tenant shall not assign this Lease, or any interest therein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, Tenant may assign this Lease ~~or sublet the Demised Premises to any bona-fide licensee/franchisee of Doctor's Associates, Inc. doing business as a Subway sandwich shop,~~ with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Such assignment or subletting shall not alter the Tenant's responsibility to Landlord under the terms of the Lease. Landlord agrees to accept rent from Tenant, its assignee or sub-lessee. Landlord may withhold its consent to an assignment to a proposed assignee, and Tenant agrees that Landlord shall not be unreasonable for doing so, unless all the following criteria are met: (a) the proposed assignee's general financial condition, including liquidity and net worth, verified by audited financial statements prepared by a certified public accountant in conformity with generally-accepted accounting principles is equal to or greater than that of Tenant; (b) the proposed assignee has a demonstrated merchandising capability equal to or greater than that of Tenant as to the use for which the Demised Premises are leased; (c) in Landlord's sole judgment, the proposed assignee is morally and financially responsible; and (d) in Landlord's judgment, the proposed assignee will generate at least the same amount of percentage rental payable pursuant to the terms of this Lease as Tenant. Any such assignment shall be subject to all of the terms and conditions of this Lease, including, but not limited to, any restriction on use and trade name pursuant to the provisions of Articles

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1, 3 and 10 hereof, and the proposed assignee shall assume the obligations of Tenant under this Lease in writing in form satisfactory to Landlord. The proposed assignee shall simultaneously provide to Landlord an estoppel certificate in the form described in Article 30 hereafter. Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named tenant from liability for the continued performance of the terms, covenants and provisions on the part of Tenant to be kept and performed, and the assignment and assumption documents shall so provide. Thereafter, Landlord and the assignee may modify, amend, change or supplement this Lease without notice to or consent of the original named tenant and without releasing the original named tenant from its liabilities and obligations under this Lease, which liabilities and obligations shall remain in full force and effect, and the original named tenant shall thereafter be liable to perform the obligations of the "Tenant" under the Lease as modified, amended, changed, or supplemented, but not to exceed the financial obligations of the original named tenant hereunder unless such original tenant is given written notice of such amendment or modification and consents to such amendment or modification, which consent shall not be unreasonably withheld, delayed or conditioned. In the event Landlord is unable to contact the original named tenant, despite making reasonable efforts to do so, the original named tenant shall be liable to perform the obligations of the "Tenant" under this Lease as modified, amended, changed or supplemented, as if it had consented to such amendments, changes, supplements or modifications. Landlord shall be deemed to have made reasonable and diligent efforts in the event it provides written notice to the original named tenant hereunder at the most recent address provided to Landlord by the original named tenant hereunder, but shall have no obligation to further inquire as to the correct address of the original named tenant hereunder.. Any assignment or subletting without the prior written consent of Landlord shall be void, shall constitute a material breach of this Lease, and shall, at the option of Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable as to the interest of Tenant by operation of law.

Landlord shall be under no obligation to consider a request for Landlord's consent to an assignment until Tenant shall have submitted in writing to Landlord a request for Landlord's consent to such assignment, together with audited financial statements of Tenant and the proposed assignee, a credit report issued by TRW or a comparable credit evaluation company, a history of the proposed assignee's business experience and such other information as required by Landlord to verify that the criteria for assignment as set forth herein are met, and Tenant shall have paid to Landlord Five Hundred Dollars (\$500.00) to reimburse Landlord for its time and expense in considering such request. Landlord, within twenty (20) days after receiving such written request, together with the other information and the payment, may elect to terminate this Lease by written notice to Tenant effective fifteen (15) days thereafter, and in such event, this Lease shall terminate on such effective date of termination, and the obligations of the parties, each to the other, accruing thereafter shall likewise terminate. In the event Landlord exercises such right of termination, Tenant shall have ten (10) days following the date Landlord exercises such option to terminate to revoke the request for assignment, in which event this Lease shall continue in full force and effect and the request for consent shall no longer be effective. If Landlord approves such assignment, Tenant shall pay to Landlord any consideration received by Tenant for Tenant's leasehold interest in connection with such assignment, and the GMMR shall be increased to an amount equal to the existing GMMR plus the average percentage rental paid (or payable) by Tenant for the last full twelve (12) months of the term of the Lease preceding the date Landlord receives the request, together with all required information, during which Tenant has been open for business or if twelve (12) months have not expired since Tenant has been open for business, for the actual months elapsed since Tenant has been open for business.



By affixing their initials below, the parties acknowledge that the provisions of this Article 22 have been freely negotiated, bargained for and agreed to by Landlord and Tenant. Landlord and Tenant acknowledge that the terms, limitations and restrictions on assignment and subletting are a material consideration for Landlord and Tenant entering into this Lease and that, but for such terms, limitations and restrictions, they would not have entered into this Lease.

Landlord's Initials:  Tenant's Initials: 

23. **DEFAULT AND REMEDIES.** In addition to the defaults described in Article 22 hereinabove and in Article 27 hereafter, the occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (a) the failure to pay any rental or other payment required hereunder to or on behalf of Landlord at the time or within the times herein specified for such payment; (b) the failure to perform any of Tenant's agreements or obligations hereunder (exclusive of a default in the payment of money) where such default shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant, which notice shall be deemed to be the statutory notice so long as such notice complies with statutory requirements; (c) the vacation or abandonment of the Demised Premises by Tenant; (d) the making by Tenant of a general assignment for the benefit of creditors; (e) the filing by Tenant of a voluntary petition in bankruptcy or the adjudication of Tenant as a bankrupt; (f) the appointment of a receiver to take possession of all or substantially all the assets of Tenant located at the Demised Premises or of Tenant's leasehold interest in the Demised Premises; (g) the filing by any creditor of Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing; or (h) the attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within sixty (60) days. Any repetitive failure by Tenant to perform its agreements and obligations hereunder, though intermittently cured, shall be deemed an incurable default. Two (2) breaches of the same covenant within a sixty (60) day period, a notice having been given pursuant to (a) or (b) above for the first breach, or three (3) such breaches at any time during the term of this Lease for which notices pursuant to (a) or (b) above were given for the first two (2) breaches shall conclusively be deemed to be an incurable repetitive failure by Tenant to perform its obligations hereunder.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, without further notice or demand, rectify or cure such default, and any sums expended by Landlord for such purposes shall be paid by Tenant to Landlord upon demand and as additional rental hereunder. In the event of any such default or breach by Tenant, Landlord shall have the right to continue the Lease in full force and effect and enforce all of its rights and remedies under this Lease, including the right to recover the rental as it becomes due under this Lease, or Landlord shall have the right at any time thereafter to elect to terminate said Lease and Tenant's right to possession thereunder. Upon such termination, Landlord shall have the right to recover from Tenant:

23.1 The worth at the time of award of the unpaid rental which had been earned at the time of termination;

 
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- 23.2 The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;
- 23.3 The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and
- 23.4 Any other amount necessary to compensate the Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Sections 23.1 and 23.2 above shall be computed by allowing interest at three percent (3%) over the prime rate then being charged by Bank of America, N.A., but in no event greater than the maximum rate permitted by law. The worth at the time of award of the amount referred to in Section 23.3 shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but in no event greater than ten percent (10%).

As used herein, "rental" shall include the GMMR, additional rental (percentage rental) payable pursuant to Section 5.2 equal to the average percentage rental paid or payable by Tenant for the last twelve (12) months of the term of this Lease that Tenant has been open for business (or if 12 months have not expired since the Commencement Date, for the actual number of months elapsed since the Commencement Date), other sums payable hereunder which are designated "rental" or "additional rental" and any other sums payable hereunder on a regular basis such as reimbursement for real estate taxes and assessments and expenses for maintaining and operating the parking and common areas (such other sums to be reasonably determined by Landlord).

Such efforts as Landlord may make to mitigate the damages caused by Tenant's breach of this Lease shall not constitute a waiver of Landlord's right to recover damages against Tenant hereunder, nor shall anything herein contained affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Lease for personal injuries or property damage, and Tenant hereby agrees to indemnify and hold Landlord harmless from any such injuries and damages, including all attorneys' fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery thereof, and in enforcing the terms and provisions of this indemnification against Tenant.

Notwithstanding any of the foregoing, the breach of this Lease by Tenant, or an abandonment of the Demised Premises by Tenant, shall not constitute a termination of this Lease, or of Tenant's right of possession hereunder, unless and until Landlord elects to do so, and until such time Landlord shall have the right to enforce all of its rights and remedies under this Lease, including the right to recover rent, and all other payments to be made by Tenant hereunder, as they become due. Failure of Landlord to terminate this Lease shall not prevent Landlord from later terminating this Lease or constitute a waiver of Landlord's right to do so.

As security for the performance by Tenant of all of its duties and obligations hereunder, Tenant does hereby assign to Landlord the right, power and authority, during the continuance of this Lease, to collect the rents, issues and profits of the Demised Premises, reserving unto Tenant the right, prior to any breach or default by it hereunder, to collect and retain said rents, issues and profits as they become due and payable. Upon any such breach or default, Landlord shall have the right at any time thereafter, without notice except as provided for above, either in person, by agent or by a receiver to be appointed by a court, enter and take possession of the Demised Premises and collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Landlord may determine.



The parties hereto agree that acts of maintenance or preservation or efforts to release the Demised Premises, or the appointment of a receiver upon the initiative of the Landlord to protect its interests under this Lease shall not constitute a termination of Tenant's right of possession for the purposes of this Article unless accompanied by a written notice from Landlord to Tenant of Landlord's election to so terminate.

Acceptance of rental hereunder shall not be deemed a waiver of any default or a waiver of any of Landlord's remedies.

- 23.5 This Lease may be terminated in writing at any time by mutual written consent of all of the parties to this Lease.
- 23.6 This Lease may be terminated by Tenant for any reason by giving the Landlord NINETY (90) days advance written notice. Tenant will be responsible for (1) the Guaranteed Minimum Monthly Rental remaining on the Lease, until Landlord is able to re-lease the Demised Premises, (2) any difference in the Guaranteed Minimum Monthly Rental of Tenant and the new tenant for the remaining portion of the Lease, and (3) the costs associated with re-renting the Demised Premises.

24. **SURRENDER OF LEASE.** 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, terminate all or any existing subleases or sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any or all of such subleases or sub-tenancies.

25. **LANDLORD'S LIABILITY.** Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center or Landlord's Property and/or building of which the Demised Premises are a part, and, subject to prior rights of any mortgagee of the Demised Premises or any obligations of Landlord in connection with the Shopping Center or Landlord's Property, for the collection, satisfaction or enforcement of any judgment (or other judicial or administrative process) requiring the payment of money, or the performance or non-performance of certain acts by Landlord, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of the Landlord will be subject to levy, execution or other procedures for the satisfaction of any remedy, judgment or order of Tenant. In

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the event of any sale of the Demised Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Demised Premises, shall be deemed without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease arising after the date of such sale.

- 26. HOURS OF BUSINESS.** Tenant shall open for business no later than the expiration of the Fixturization Period set forth in Section 1.5 after Landlord notifies Tenant that Landlord's Work is substantially completed as provided in Article 4 hereof. Subject to the provisions of Article 21 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Demised Premises and shall keep the Demised Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character to be open for business in the county in which the Demised Premises are located. ~~In no event, however, shall such hours of being open for business be less than (a) 9:00 a.m. through 6:00 p.m. on Monday through Thursday and Saturday and 9:00 a.m. through 9:00 p.m. on Friday or (b) the hours of 70% of the number of tenants in the Shopping Center; provided, however, that this provision shall not apply if the Demised Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. However, the hours of operation and delivery are restricted to the period between 7:00 AM and 10:00 PM. Tenant agrees (i) to keep the Demised Premises fully stocked with merchandise, and with sufficient sales personnel to care for the patronage and (ii) to maximize Gross Sales.~~

~~Tenant acknowledges and agrees that, in addition to other reasons Landlord is requiring Tenant to agree to the provisions of this Article: (a) that Tenant being open for business in turn helps increase the amount of business being done by other tenants in the Shopping Center, (b) that a closed store has a detrimental effect on the Shopping Center and the business of other tenants in the Shopping Center, (c) that a material consideration to Landlord for entering into this Lease is the right and possibility of receiving percentage rental, and Tenant further acknowledges and agrees that the GMMR would be set at a higher amount but for the possibility of Landlord receiving percentage rental, and (d) a lease where a tenant is paying, or the possibility exists that a tenant will pay, percentage rent enhancing the value of the Shopping Center. Accordingly, should Tenant fail to operate its business as required by this Article, the GMMR shall be increased by an amount equal to ten percent (10%) of the GMMR otherwise payable hereunder during the time period that the Tenant shall fail to conduct its business as herein provided. The increase in GMMR shall in no way excuse Tenant from its breach of this Lease nor deprive Landlord of the remedies it may have at law or in equity for such breach.~~

- 27. TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the Commencement Date, or in the event Tenant shall cause a delay in the completion of Landlord's Work, or any work to be performed by Tenant, Landlord may send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord may terminate this Lease by written notice to Tenant given prior to the curing of said default. Landlord shall be entitled to receive as liquidated damages the greater of (a) any deposits made hereunder or (b) twice the amount of the GMMR and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto. Landlord shall be entitled to retain any deposit paid hereunder by Tenant as an offset against such liquidated damages. The provisions of this Article 27 shall apply to the defaults described in this Article and other provisions of Article 23 shall be inapplicable thereto.
- 28. FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 28 contained shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.
- 29. SUBORDINATION, ATTORNMENT.** This Lease, at Landlord's option, shall be subordinate to the lien of any deed of trust or mortgage subsequently placed upon the real property of which the Demised Premises are a part, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, and Tenant agrees to execute a subordination agreement in recordable form satisfactory to mortgagee or beneficiary to accomplish same. Tenant shall execute and deliver, without cost to Landlord, whatever instruments may be required to effect such subordination. Tenant shall at all time, hereafter, at the request from Landlord, execute any instruments, leases or other documents that may be required to render Tenant's interest hereunder prior to the lien of any mortgage or deed of trust, and the failure of Tenant to execute any such instrument, lease or other document shall constitute a default hereunder. If any mortgagee or beneficiary shall elect to have this Lease be prior to the lien of its mortgage or deed of trust and shall give written notice thereof to Tenant, this Lease shall be deemed to be prior to such mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or the date of recording thereof.

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

In the event that Tenant shall become a debtor under Chapter 7 of the Bankruptcy Code, and the trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions of this Lease are satisfied. If such trustee shall fail to elect or assume this Lease within sixty (60) days after the filing of the petition, this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to possession of the Demised Premises without further obligation to Tenant or trustee, and this Lease shall be canceled, but Tenant's right to be compensated for damages in such liquidation proceeding shall survive.

In the event that a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapter 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is transferred



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pursuant to Chapter 11 or 13, the trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within seventy-five (75) days from the date of the filing of the petition under Chapter 11 or 13, or the trustee or debtor-in-possession shall be deemed to have rejected this Lease. No election by the trustee or debtor-in-possession to assume this Lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge is commercially reasonable in the context of a bankruptcy proceeding of Tenant, has been satisfied, and Landlord has so acknowledged in writing:

- 29.1** The trustee or the debtor-in-possession has cured, or has provided Landlord adequate assurance (as defined below) that:
- (a) Within ten (10) days from the date of such assumption, the trustee will cure all monetary defaults under this Lease; and
 - (b) Within thirty (30) days from the date of such assumption, the trustee will cure all non-monetary defaults under this Lease.
- 29.2** The trustee or the debtor-in-possession has compensated, or has provided to Landlord adequate assurance (as defined below) within ten (10) days from the date of assumption. Landlord will be compensated for any pecuniary loss incurred by Landlord arising from the default of Tenant, the trustee, or the debtor-in-possession as recited in Landlord's written statement of pecuniary loss sent to the trustee or debtor-in-possession.
- 29.3** The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's, trustee's or debtor-in-possession's obligations under this Lease; provided, however, that:
- (a) The trustee or debtor-in-possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent and other monetary charges accruing under this Lease;
 - (b) If not otherwise required by the terms of this Lease, the trustee or debtor-in-possession shall also pay in advance on the date minimum rent is payable one-twelfth (1/12th) of Tenant's annual obligations under this Lease for maintenance, common area charges, real estate taxes, insurance and similar charges;
 - (c) From and after the date of the assumption of this Lease, the trustee or debtor-in-possession shall pay as minimum rent an amount equal to the sum of the minimum rental otherwise payable hereunder, plus the highest amount of the annual percentage rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable; and
 - (d) The obligations imposed upon the trustee or debtor-in-possession shall continue with respect to Tenant or any assignee of the Lease after the completion of bankruptcy proceedings.
- 29.4** The assumption of the Lease will not:
- (a) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Shopping Center; or
 - (b) For purposes of this Article, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "adequate assurance" shall mean:
 - (1) The trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Demised Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Demised Premises; and
 - (2) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord and/or the trustee, or debtor-in-possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, trustee, or debtor-in-possession, acceptable as to value and kind to Landlord, to secure the Landlord the obligation of the trustee or debtor-in-possession to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

In the event that this Lease is assumed by a trustee appointed for Tenant or by Tenant as debtor-in-possession under the provisions of this Article 29 and thereafter Tenant is liquidated or files a subsequent petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than thirty (30) days after the occurrence of either of such events.

If the trustee or debtor-in-possession has assumed the Lease pursuant to the terms and provisions of this Article 29, for the purpose of assigning (or elects to assign) Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance as defined in this Article of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant.

- (c) For purposes of this Article 29, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions has been satisfied, and Landlord has so acknowledged in writing:
 - (1) The assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such assignee of Tenant's obligations under this Lease;

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- (2) The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;
- (3) The assignee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under this Lease; and
- (4) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment.

When, pursuant to the Bankruptcy Code, the trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Demised Premises, or any portion thereof, such charges shall not be less than the minimum annual rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, insurance and other charges payable by Tenant hereunder.

Neither Tenant's interest in the Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant (hereinafter referred to as the "state law") unless Landlord shall consent to such transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain Landlord's consent of Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, if Tenant or any guarantor of Tenant's obligations hereunder (hereinafter referred to as "Guarantor") shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against the Guarantor under the Bankruptcy Code, or any similar provisions of any future federal bankruptcy law, or if a receiver or trustee of the property of Tenant or Guarantor shall be appointed under state law by reason of Tenant's or Guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant's or Guarantor's property for the benefit of creditors under state law, then and in such event, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

30. ESTOPPEL CERTIFICATE. If, as a result of a proposed sale, assignment, or hypothecation of the Demised Premises or the land thereunder by Landlord, or at any other time, an estoppel certificate and/or a current financial statement shall be requested of Tenant, Tenant agrees, within five (5) days thereafter, to deliver such current financial statement certified by Tenant (or officer of Tenant if Tenant is a corporation), that the financial statement has been prepared in accordance with generally-accepted accounting principles, consistently applied, and accurately reflects the financial condition of Tenant as of the date of such financial statement, and to deliver such estoppel certificate in the form attached hereto as Exhibit "E" or as such lender or buyer may require addressed to any existing or proposed mortgagee or proposed purchaser, and to the Landlord, certifying the requested information, including, among other things, the dates of commencement and termination of this Lease, the amount of security deposits, the rental currently payable hereunder and the date to which rental has been paid, that this Lease is in full force and effect (if such be the case), and that there are no differences, offsets or defaults of Landlord, or noting such differences, offsets or defaults as actually exist. Tenant shall be liable for any loss or liability resulting from any incorrect information certified, and such mortgagee and purchaser shall have the right to rely on such estoppel certificate and financial statement. Tenant shall in the same manner acknowledge and execute any assignment of rights to receive rents as required by any mortgagee of Landlord.

31. CONDEMNATION. If there is any taking of or damage to all or any part of the Shopping Center or any interest therein because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings or otherwise, or any transfer of any part thereof or any interest therein made in avoidance thereof (all of the foregoing being hereinafter referred to as "taking") before or during the term hereof, the rights and obligations of the parties with respect to such taking shall be as provided in this Article 31.

31.1 Total Condemnation. If there is a taking of all of the Demised Premises, this Lease shall terminate as of the date of such taking.

31.2 Partial Condemnation. If twenty-five percent (25%) or more of the floor area of the Demised Premises shall be taken, either party shall be entitled to terminate this Lease, or if twenty-five percent (25%) or more of the floor area of all buildings in the Shopping Center shall be taken whether the Demised Premises are taken or not, Landlord shall be entitled to elect to terminate this Lease; and the terminating party shall give the other party written notice of such election not later than thirty (30) days after the date Landlord delivers notice to Tenant that possession or title to the portion of the Demised Premises taken has vested in the condemnor. If neither party gives such notice, or less than twenty-five percent (25%) of the floor area of either the Demised Premises or buildings in the Shopping Center shall be taken, this Lease shall remain in full force and effect, and the rent shall be adjusted as provided in Section 31.6.

31.3 Common Area. If twenty-five percent (25%) or more of the common area within a radius of four hundred (400) feet from the main entrance to the Demised Premises shall be taken, either party shall be entitled to elect to cancel and terminate this Lease and shall give the other party written notice of such election not later than thirty (30) days after the date Landlord delivers notice to Tenant that possession or title to said portion of the common area taken has vested in the condemnor. If neither party gives such notice or more than seventy-five percent (75%) of said portion of the common area will be available after such taking, this Lease shall remain in full force and effect. In no event shall Tenant have the right to terminate this Lease if Landlord provides additional common area which, when combined with the remaining common area, provides a common area which is at least seventy-five percent (75%) as large as said portion of the common area before the taking.

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- 31.4 Termination Date.** If this Lease is terminated in accordance with the provisions of this Article 31, such termination shall become effective as of the date physical possession of the condemned portion is taken.
- 31.5 Repair and Restoration.** If this Lease is not terminated as provided in this Article 31, Landlord shall, at its sole expense, restore with due diligence the remainder of the improvements occupied by Tenant so far as practicable to a complete unit of like quality, character, and condition as that which existed immediately prior to the taking, provided that the scope of work shall not exceed the scope of the work to be done by Landlord originally in constructing the Demised Premises, and further provided that Landlord shall not be obligated to expend an amount greater than that which was awarded to Landlord for such taking.
- 31.6 Rent Adjustment.** If this Lease is not terminated as provided in this Article 31, the fixed minimum rent shall be reduced by that proportion which the floor area taken from the Demised Premises bears to Tenant's total floor area immediately before the taking. There shall be no other abatement.
- 31.7 Award.** The entire award or compensation in such proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee shall belong to and be the property of Landlord; provided that Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant in its own right for the taking of trade fixtures and equipment owned by Tenant (meaning personal property, whether or not attached to real property, which may be removed without injury to the Demised Premises, for the expense of removing and relocating them, for loss of goodwill to Tenant's business, and for no other cause.
- 32. COMPETING BUSINESS.** During the term of this Lease, Tenant shall not engage directly or indirectly in a business for the same use as provided in Sections 1.11, 3 and 10 above within a radius of three (3) miles from the Demised Premises. Tenant shall be deemed to be engaged in a competing business if Tenant (which shall be deemed to include a general partner of a partnership tenant or the owner of more than ten percent (10%) of the outstanding shares of stock of a corporation tenant) owns such business, is a partner in a partnership owning such business, or is the owner of more than ten percent (10%) of the outstanding shares of stock of a corporation owning such business or if Tenant is an employee of any such competing business, or if Tenant renders services of any nature to any such competing business. In the event of an assignment permitted pursuant to the provisions of Article 22 above, this prohibition against a competing business shall remain in full force and effect as to the assigning tenant so long as such assigning tenant remains responsible to perform the terms and provisions on the part of Tenant to be kept and performed under this Lease and shall become effective as to the assignee tenant upon the effective date of the assignment. If a business is conducted in violation of this Article, the Gross Sales of such other business ("Gross Sales" being defined in Section 5.2 hereof) shall be added to the Gross Sales from the Demised Premises for purposes of calculating the additional rent to be paid pursuant to Section 5.2 of this Lease.
- 33. MISCELLANEOUS.**
- 33.1 Jurisdiction and Venue.** The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Lease, and service mailed to the address of tenants set forth herein shall be adequate service for such litigation. The parties further agree that Ventura County is the proper place for venue as to any such litigation.
- 33.2 Partial Invalidity.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.
- 33.3 Marginal Captions.** The various headings and numbers herein and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.
- 33.4 Consents, Approvals, and Agreements of Landlord.** All consents and approvals to be given by Landlord, unless specifically stated herein to the contrary, shall be at Landlord's sole and absolute discretion, and no covenants are to be implied in relation thereto, either in fact or in law. The agreements and obligations of Landlord are specifically stated in this Lease, and no further agreements, covenants, promises, or obligations are to be implied, and Tenant expressly waives any such implied agreements, covenants, promises or obligations.
- 33.5 Late Payments.** Tenant hereby acknowledges that late payment by Tenant to Landlord of rental or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Demised Premises. Accordingly, any payment of any sum to be paid by Tenant not paid within three (3) business days of its due date shall be subject to a ten percent (10%) late charge. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by such late payment by Tenant.
- 33.6 Interest.** Any sum to be paid pursuant to the terms of this Lease not paid when due shall bear interest from and after the due date until paid at a rate equal to three percent (3%) over the prime rate being charged by Bank of America, N.A. from time to time during such period so long as the rate does not exceed the maximum rate permitted by law, in which case, interest shall be at the maximum rate allowed by law at the time the sum became due.
- 33.7 Holding Over.** Any holding over after the expiration of the term of this Lease, with or without the consent of Landlord, express or implied, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days' written notice, and at a rental equal to one hundred fifty percent (150%) of the last applicable GMMR and the average Percentage Rental payable during the previous twelve (12) month period, and upon terms and conditions as existed during the last year of the term hereof. If Tenant fails to surrender the Demised Premises upon the termination of this Lease, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.




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- 33.8 Successors in Interest.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
- 33.9 No Oral Agreements.** This Lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein, and there are no oral agreements. Tenant acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made by Landlord or its agents or representatives.
- 33.10 Authority.** In the event that Tenant is a corporation or a partnership, each individual executing this Lease on behalf of said corporation or said partnership, as the case may be, represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or partnership, in accordance with a duly adopted resolution of the Board of Directors, if a corporation, or in accordance with the Partnership Agreement, if a partnership, and that this Lease is binding upon said corporation or partnership in accordance with its terms. Tenant agrees to deliver forthwith to Landlord a certified copy of such resolution of the corporation, if Tenant be a corporation, or a copy of the Partnership Agreement and a copy of the Certificate of Limited Partnership or Statement of Partnership, if the Tenant be a partnership.
- 33.11 Time.** Time is of the essence of this Lease.
- 33.12 Consistency.** Each provision herein shall be interpreted so as to be consistent with every other provision.
- 33.13 Division of Demised Premises.** Tenant acknowledges that Landlord may attempt to obtain the recordation of a subdivision tract map dividing the Shopping Center into lots and agrees to join in executing any certificates or other documents required in connection therewith; provided that this Article shall not be construed as obligating Tenant to incur any expense or to agree to incur any expense in connection therewith.
- 33.14 Nonrepresentation as to Building Site.** The designation of any type of use or tenancy with respect to any building site on the attached plot plan of the Shopping Center or on any other map, diagram, marketing plans, renderings or plot plan furnished to or reviewed by Tenant is not intended as a covenant or representation that said building site shall be constructed or devoted to such a use or tenancy or as a representation by Landlord that the Shopping Center shall be constructed as indicated thereon or that any tenants or occupants designated by name or nature of business thereon shall conduct business in the Shopping Center during the term of this Lease, nor shall Landlord be responsible or liable to Tenant should any other tenant, lessee or owner fail to open or to continue to be open for business during the term of this Lease.
- 33.15 Parking Surcharge.** In the event that a parking surcharge or regulatory fee, however designated, is imposed upon or levied or assessed against the Shopping Center or on, or on account of, the parking spaces thereon by any governmental agency or authority pursuant to the "Clean Air Act" or any plan implemented pursuant to such Act, or any enactment amendatory or in substitution thereof, Tenant agrees that Landlord may, at Landlord's option (but without obligation to do so), institute a system of pay parking, charging either the occupants of the Shopping Center or those persons parking in the Shopping Center as Landlord may, in its judgment, decide and as permitted by the governmental agency or authority and, in such event, the proceeds of such system will be used to pay any such surcharge or fee and the cost of implementing and administering such system. Tenant shall comply with any rules and regulations established by Landlord relating thereto.
- 33.16 Relationship of Parties.** The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer with Tenant, and that the provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method whereby rental payments are to be measured and ascertained.
- 33.17 Landlord's Default.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Demised Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be deemed in default if Landlord commences performance within a thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction. Whenever Tenant is required to serve notice on Landlord of Landlord's default, written notice shall also be served at the same time upon the mortgagee under any mortgage or beneficiary under any deed of trust. Such mortgagee or beneficiary shall have the periods of time within which to cure Landlord' defaults as are provided in this Section 33.17, which periods shall commence to run ten (10) days after the commencement of the periods within which Landlord must cure its defaults under this Section 33.17. In this connection, any representative of the mortgagee or beneficiary shall have the right to enter upon the Demised Premises for the purpose of curing the Landlord's default. Such mortgagee or beneficiary shall notify Landlord and Tenant in the manner provided by Section 33.24 of the address of such mortgagee or beneficiary to which such notice shall be sent, and the agreements of Tenant hereunder are subject to prior receipt of such notice.
- 33.18 Substitute Demised Premises.** At any time during the term of this Lease, Landlord shall have the right to request in writing that Tenant move to substitute Demised Premises situated within the Shopping Center. The substitute Demised Premises shall contain the same approximate square footage as the Demised Premises as described herein. Tenant shall have Five (5) days from the date of Landlord's request to accept the substitute Demised Premises. Landlord shall have the right to relocate the Demised Premises to a substitute Demised Premises in accordance with the following:

	
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- (a) The substitute Demised Premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Demised Premises described herein and shall be placed in that condition by Landlord at Landlord's sole cost;
- (b) The physical relocation of the Demised Premises shall be accomplished by Landlord at its sole cost;
- (c) Landlord shall give Tenant at least thirty (30) days' prior written notice of Landlord's intention to relocate the Demised Premises as described above;
- (d) All incidental costs incurred by Tenant as a result of the relocation, including, but without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other such items shall be paid by Landlord in an amount not to exceed Five Hundred Dollars (\$500.00);
- (e) If the substitute Demised Premises are smaller or larger than the Demised Premises as they existed before the relocation, the GMMR shall be reduced/increased to a sum computed by multiplying the price per square foot at the time of moving by the number of square feet which is in the new location.
- (f) The parties shall immediately execute an amendment to this Lease specifying the location of the substitute Demised Premises, the reduction of the GMMR, if any, and the date the amendment becomes effective. From and after the effective date of the amendment, the term "Demised Premises" as used in this Lease shall mean the substitute Demised Premises.

33.19 Reservation of Right to Modify Shopping Center. In addition to the rights reserved to Landlord in Section 9.1 above, Landlord hereby reserves the right (but not the obligation) to renovate, modernize, rehabilitate, expand, reduce, reconfigure, enclose and/or otherwise alter all or any portion of the Shopping Center (collectively "Modifications"), in such manner and at such time or times, throughout the term of this Lease, as Landlord may, in its sole and absolute discretion, deem to be in the best interests of the Shopping Center. Such Modifications may include, without limitation, the right to construct new buildings in the Shopping Center for additional retail, office, hotel and/or other uses, to remove, renovate, repair, add to, modernize or otherwise alter the building in which the Demised Premises are situated as well as other buildings, facilities, structures, malls, walkways, landscaping, parking and common areas or other areas within the Shopping Center. In connection with any and all such Modifications, Landlord may enter the Demised Premises to the extent reasonably required by Landlord to pursue and complete such Modifications. In addition, Landlord may temporarily close portions of the parking and common areas and cause temporary obstructions in connection with any Modifications. Tenant agrees that under no circumstances shall the Modifications as to any portion of the Shopping Center or the construction activity that takes place in the course of making the Modifications, or any aspect thereof, including Landlord's entry into the Demised Premises, constitute an eviction or partial eviction of Tenant or a breach of Tenant's right to quiet enjoyment or of any other provision of this Lease, nor entitle Tenant to damages, injunctive relief or other equitable relief, nor entitle Tenant to any abatement or reduction in the GMMR, additional rental or other charges or sums due under this Lease; provided Landlord uses reasonable efforts to mitigate any adverse effects on Tenant caused by the Modifications.

33.20 Hazardous Waste and Materials. Tenant shall not engage in any activity on or about the Demised Premises that violates any Environmental Law, and shall promptly, at Tenant's sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any Hazardous Material created or caused directly or indirectly by Tenant. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Demised Premises, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601, et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901, et seq.; (iii) California Health and Safety Code Sections 25100, et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Sections 25249.5, et seq.; (v) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317, et seq.; (vi) California Water Code Sections 1300, et seq.; (vii) California Civil Code Sections 3479, et seq., and; (viii) California Health & Safety Code Sections 25915, et seq., as such laws are amended, and the regulations and administrative codes applicable thereto. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Tenant shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Sections 25249.5, et seq. and California Health & Safety Code Sections 25915, et seq. Tenant shall provide prompt written notice to Landlord of the existence of Hazardous Substances on the Demised Premises and all notices of violation of the Environmental Laws received by Tenant. **Note – School districts are exempt from the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as Proposition 65).**


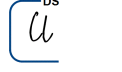
33.21 Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations are attached hereto as Exhibit "F" ("Rules and Regulations"). Any amendment or modification of the Rules and Regulations shall be binding upon the Tenant upon delivery of a copy of such amendment or modification to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants. The Rules and Regulations shall apply and be enforced as to all tenants in the Shopping Center on a uniform basis.

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- 33.22 Labor.** Tenant shall use only reputable contractors of a recognized building trade in the making and/or installation of any repairs, alterations or improvements (including original improvements and fixtures) to be approved in advance by landlord in writing.
- 33.23 Nondiscrimination.** Tenant herein covenants by and for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Demised Premises herein leased, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-lessees, subtenants or vendees in the Demised Premises.
- 33.24 Notices.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served in writing and shall not be deemed to have been duly given or served unless in writing, and personally served or forwarded by overnight mail such as Federal Express or certified mail, postage prepaid, addressed as specified in Article 1.12. Either party may change the address set forth in Section 1.12 by written notice by certified mail to the other. Any notice or demand given by certified mail shall be effective one (1) day subsequent to mailing. All options to extend, if any, shall be delivered by certified mail only and shall be effective only if delivered by certified mail.
- 33.25 Attorneys' Fees.** In the event that at any time during the term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for reasonable attorneys' fees and other costs and expenses incurred therein by the successful party, including fees and costs incurred in any appellate proceeding. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained following a default by Tenant and/or to advise Landlord of its legal rights and/or remedies following a default by Tenant, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred by Landlord in connection therewith.
- 33.26 Security Deposit.** Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum specified in Section 1.10 hereof, the receipt of which is hereby acknowledged by Landlord, said deposit being given to secure the faithful performance by the Tenant of all terms, covenants, and conditions of this Lease by the Tenant to be kept and performed during the term hereof. Tenant agrees that if the Tenant shall fail to pay the rent herein reserved or any other sum required hereby promptly when due, said deposit may, at the option of the Landlord be applied to any rent or other sum due and unpaid (provided that the Landlord shall not be required to do so), and if the Tenant violates any of the other terms, covenants, and conditions of this Lease, said deposit may, at Landlord's option, be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Section 33.26, shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article 23 hereof, or by law or in equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease pursuant to the provisions of Article 21 hereof, except in the event the Demised Premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event, this Lease shall be automatically amended to delete any reference to this Section 33.26, and Tenant shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit. Within five (5) days following the increase of the GMMR pursuant to the terms contained herein, Tenant shall deliver to Landlord an amount equal to the percentage increase in GMMR times the amount of security deposit Landlord is then entitled to hold hereunder.
- 33.27 Representation.** Each of the parties hereto warrants and represents to the other (i) that each of the provisions hereof has been negotiated between the parties, (ii) that each provision hereof is consideration for every other provision, (iii) that it has read the entire Lease, and (iv) that it agrees to each and every provision hereof.
- 33.28 Certificate of Occupancy.** In no event shall Tenant open for business unless and until Tenant shall have obtained a Certificate of Occupancy or its equivalent (a "Certificate of Occupancy") from the appropriate governmental authorities, provided that said governmental authority issues Certificates of Occupancy. The parties acknowledge any operation without a Certificate of Occupancy shall and is deemed to be a substantial material breach. Such action shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, in addition to all other remedies, Landlord may charge Tenant twice the minimum rent for the period Tenant is open for business without a Certificate of Occupancy, which the parties agree is a fair and reasonable estimate of the damage caused Landlord by such action. Acceptance of such rent shall not constitute a waiver of Tenant's default.
- 33.29 Refinance Financing.** It is mutually understood and acknowledged that Landlord may have to finance the improvements on the Demised Premises through a mortgage loan or mortgage loans from one or several mortgagees and that before said loans are approved and closed, said mortgagees must approve the terms of this Lease and as to legal form and content. In view of the above, if Tenant refuses to agree to any amendment or modification of the within Lease as to form or contents which does not adversely and materially affect Tenant, as may be required by the mortgage company, Tenant agrees that Landlord may cancel this Lease on thirty (30) days' written notice to Tenant without liability to or by any party.
- 33.30 Brokers; Finders.** Tenant warrants that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Lease, except as identified in Section 1.13 herein, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. If Tenant has

	
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dealt with any other person or real estate broker with respect to leasing or renting space in the Building or the Shopping Center, Tenant shall be solely responsible for the payment of any fee due said person or firm, and Tenant shall hold Landlord free and harmless against any liability with respect thereto, including attorneys' fees and costs.

33.31 Prohibition Against Recording Lease. Neither this Lease nor any memorandum thereof shall be recorded. The recordation hereof by or on behalf of Tenant shall be deemed a material breach.

33.32 Mutual Agency; Co-Tenant. Each and every party who now is or hereinafter becomes a tenant under this Lease hereby appoints each and every other co-tenant under this Lease (if any) as his, her or its agent, representative, and attorney-in-fact, to act for and on behalf of said principal with respect to all matters relating to, or arising from this Lease, the tenancy created hereby, the obligations herein set forth, and the use and occupancy of the Demised Premises, specifically including, but not limited to, the right to alter, amend, modify, extend, supplement and terminate this Lease, and the tenancy created hereunder. This agency shall continue and is irrevocable at all times during the period that the Demised Premises are occupied by said Tenant.

33.33 No Option. The submission of this Lease by Landlord, its agent or representative for examination or execution by Tenant does not constitute an option or offer to lease the Demised Premises upon the terms and conditions contained herein or a reservation of the Demised Premises in favor of Tenant, it being intended hereby that this Lease shall become binding upon Landlord only upon Landlord's delivery to Tenant of a fully executed counterpart hereof.

33.34 Accessibility; Americans with Disabilities Act.
(a) The Premises: have not undergone an inspection by a Certified Access Specialist (CASp). have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.
(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modification or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

33.35 Confidentiality. Except to the extent reasonably necessary to enforce the terms of this Lease, the terms of any negotiations, conversations, writings, documents and agreements made, entered into, discussed or proposed by either party to this Lease relating to this Lease, the Shopping Center, and/or the renegotiations, extension or modification of Tenant's existing or prior lease are confidential, and not to be disclosed to any other person, entity, employee, or tenant of the Shopping Center without the express written consent of Landlord. This confidentiality provision shall apply to each and every term of any discussions or agreements, including, but not limited to, rental rates.

Tenant shall defend, indemnify and hold Landlord harmless from and against any and all losses, damages, claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the breach of this provision by Tenant, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and loss of rents, directly or indirectly arising therefrom.

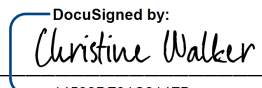
The terms of this Lease, the terms of any negotiations, conversations, writings, documents and agreements made, entered into, discussed or proposed by either party to this Lease relating to this Lease, the Shopping Center, and/or the renegotiations, extension or modification of Tenant's existing or prior lease are subject to the California Public Records Act, California Government Code sections 6250 to 6276.50. Tenant will notify Landlord prior to required disclosure of such public records under the Act. Tenant will carefully review and redact any exempt information, as permitted by Government Code sections 6254 to 6255.

IN WITNESS WHEREOF, the parties have duly executed this Lease, together with exhibits referred to herein and attached hereto, on the day and year first above written in Port Hueneme, California

LANDLORD
939 S. Serrano Ave., LLC DBA Beachport Center

TENANT
Hueneme Elementary School District

By: 
Chris Larson
70AC6E90B21D432...
Stevie Jacoby, agent

By: 
Christine Walker
14593DF91C814FB...
NamePrinted: Christine walker

Superintendent
Its: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF SHOPPING CENTER


THE LAND IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 112, 113, 114, 115, 116, 117 AND 118 OF TRACT 8627, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 149 PAGES 73 TO 75 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS, OVER LOT 119 OF TRACT 8627, AS PER MAP FILED IN BOOK 149 PAGES 73 TO 75 INCLUSIVE, AS DESCRIBED IN DOCUMENT NON-EXCLUSIVE EASEMENT AGREEMENT, RECORDED DECEMBER 8, 1989 AS INSTRUMENT NO. 89-1970837 AND AMENDED PARKING AGREEMENT RECORDED MAY 10, 1999 AS INSTRUMENT NO. 99-839829.


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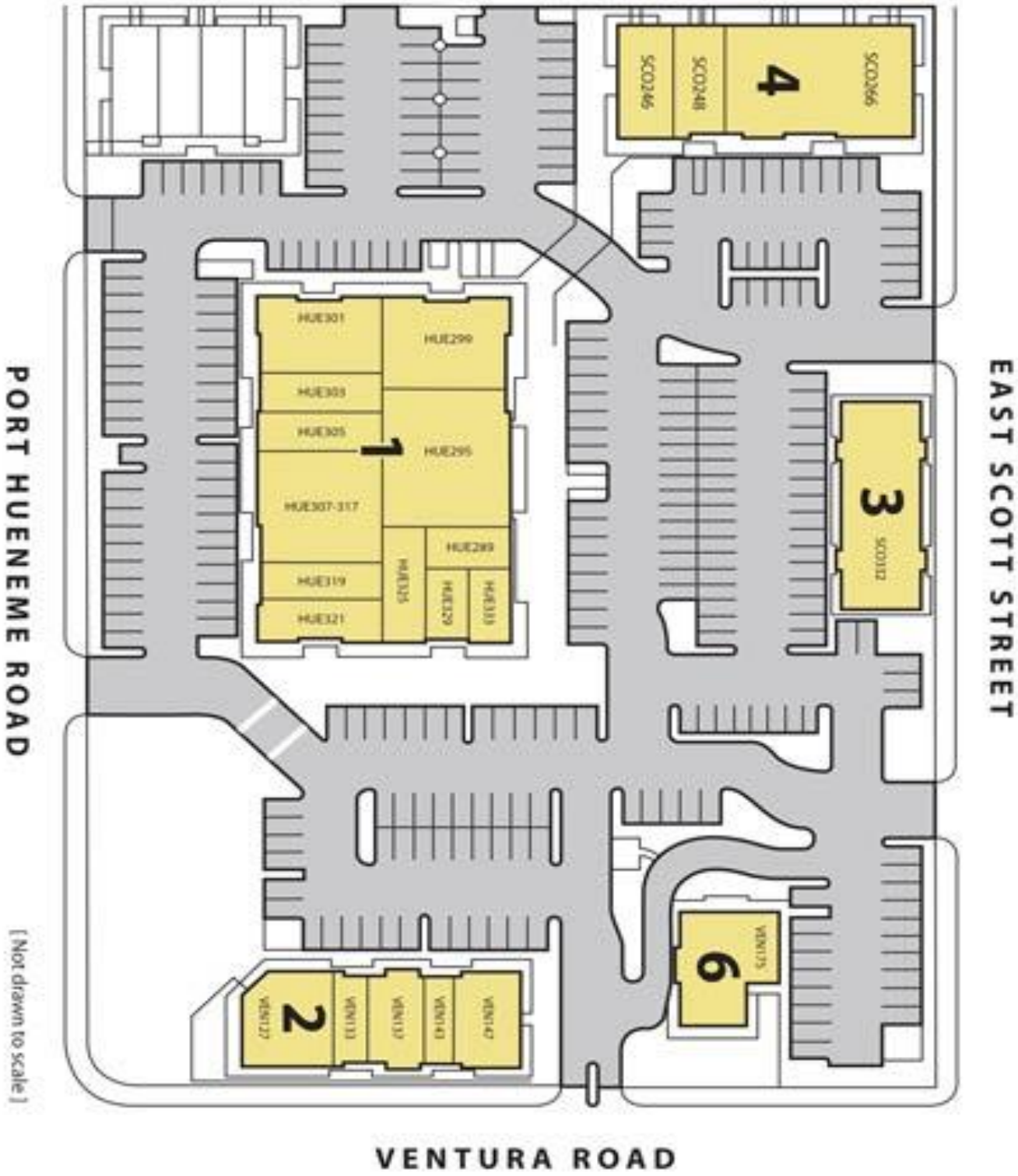

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EXHIBIT "B"

PLOT PLAN DEPICTING DEMISED PREMISES



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EXHIBIT "C"

CONSTRUCTION OBLIGATIONS

LANDLORD'S OBLIGATIONS:

A. Landlord shall provide Tenant with an approximate 1463 Square Foot store space located as described in Article 1 of the Lease. The store space shall constitute the Demised Premises as defined in Article 2 of the Lease. Landlord's improvements ("Landlord's Work") consist of the following:

- 1) Convert space to the exhibit c floor plan
- 2) Landlord to cover cost up of construction as described above to \$10 PSF or \$14163.00 dollars, tenant shall cover any other cost excluding the cost of permitting fees.

TENANT'S OBLIGATIONS: TENANT SHALL BE RESPONSIBLE FOR THE COST OF ALL IMPROVEMENTS NOT LISTED ABOVE.

B. Tenant's obligations shall consist of the following ("Tenant's Work"):

1. Tenant shall deliver to Landlord within fifteen (15) days from the date of execution of this Lease, a drawing setting forth those improvements required by Tenant in addition to those improvements to be provided by Landlord in Paragraph A hereinabove in sufficient form and content to be delivered to the County of Ventura, and any other agencies necessary, for review and approval. Upon receipt of Tenant's drawings, Landlord shall review said improvement plans and shall, within ten (10) days thereafter, return said improvement plans to Tenant, either indicating approval by signing two (2) copies or indicating disapproval and advising the Tenant of necessary plan changes.

2. Tenant shall, at Tenant's sole cost and expense, commence the installation of fixtures, equipment and any of Tenant's Work upon substantial completion of Landlord's Work as set forth hereinabove, within five (5) days after receiving notice from Landlord as to such substantial completion of Landlord's Work.

3. Tenant shall obtain insurance, in compliance with all the provisions of this Lease, and shall comply with all other provisions of this Lease (except those pertaining to Minimum Rent, Percentage Rent, Real Estate Tax Payments and Common Facilities Payments) after entry upon the Leased Premises, notwithstanding the fact that the term of this Lease shall not have commenced.

4. Tenant shall reimburse Landlord for all fees levied by appropriate governmental jurisdictions which are directly related to Tenant's extra improvements and/or use of the Leased Premises.

5. Tenant agrees that all work performed by him or his contractor or agent shall be of a good and workmanlike quality, and performed in a diligent manner so as not to interfere with Landlord's and/or any other tenant's use of the Shopping Center.

6. Tenant warrants that all contractors shall be reputable contractors approved by Landlord in writing. Tenant further warrants that his contractors shall in no way delay or cause delay or interfere with any other contractor working on the Shopping Center. Tenant agrees to hold Landlord harmless for the cost of any time lost by Landlord's contractor due to the actions or failure to act of Tenant's contractors.


7. In the event Tenant elects to use a contractor other than Landlord's contractor, then prior to construction, Tenant, at Tenant's sole cost, shall provide Landlord with a copy of an agreement between Tenant and a bonded disbursement company, a performance bond or other method which will guarantee the payment of construction funds and final lien-free completion of any and all work performed by Tenant within the Leased Premises. Method of guarantee shall be approved by Landlord. All fees for this service are to be paid by Tenant.

8. All of Tenant's Work shall comply in all respects with each of the following:

- a. The Uniform Building Code and/or state, county, city or other laws, codes, ordinances, and regulations, as each apply according to the rulings of the controlling public official, agent or other person.
- b. Applicable standards of the National Fire Protection Association, the National Electrical Code, the American Gas Association, and the American Society of Heating, Refrigerating and Air Conditioning Engineers.
- c. Building Material Manufacturer's Specifications.

9. Landlord shall have the right at all times to inspect, review and approve all phases of Tenant's improvement work.

10. During Tenant's construction / fixturation period, Tenant shall not use any common trash receptacle for its construction trash or other debris. Tenant shall be responsible for the separate pickup and disposal of its construction debris and other trash generated during Tenant's construction / fixturation period.


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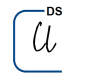
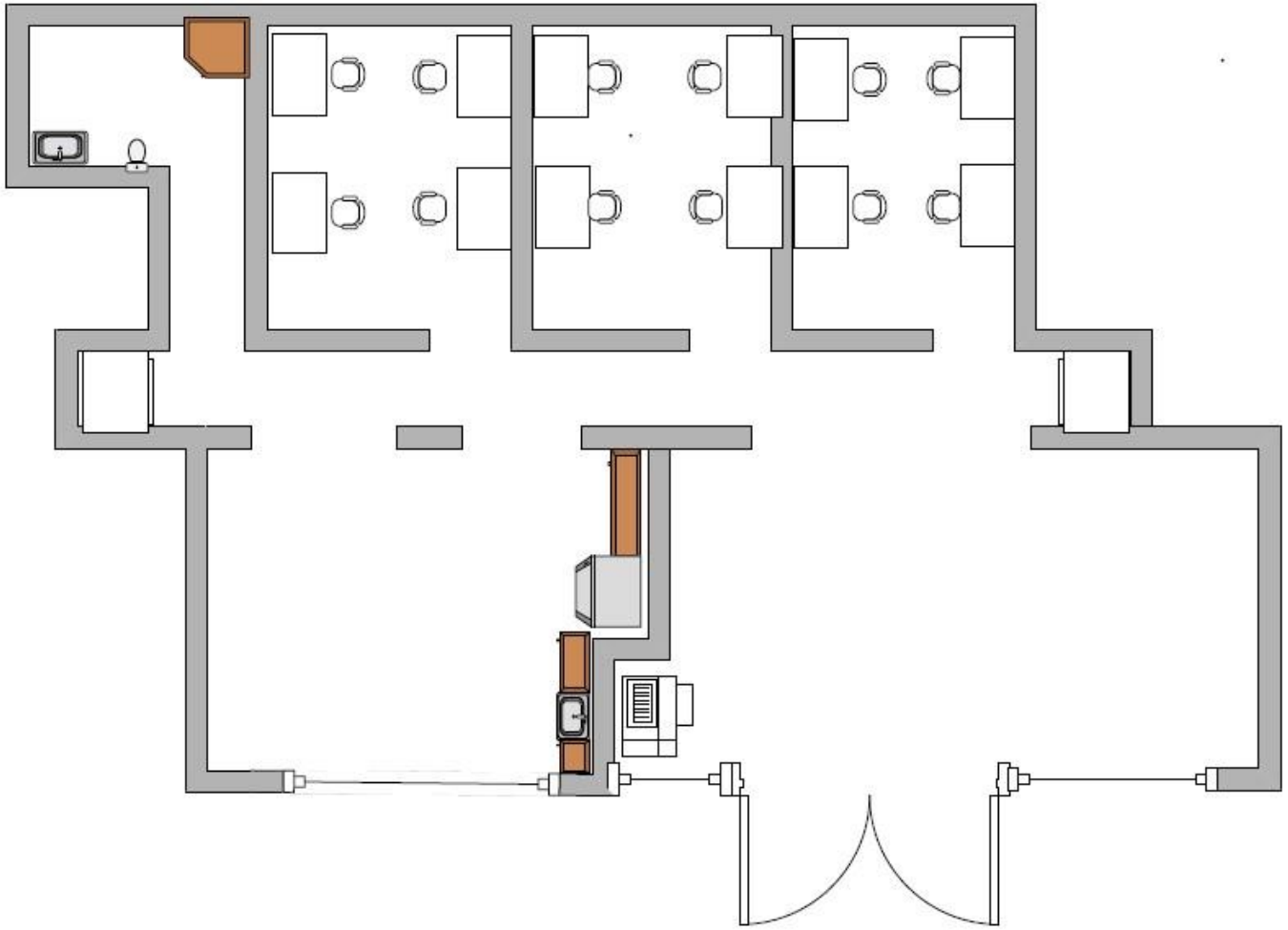


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Exhibit C
Construction floor plan (desk and chairs not included)




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

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EXHIBIT "C"

EXHIBIT "D"

LANDLORD'S SIGN CRITERIA

The hereinafter set forth sign criteria have been established for the purpose of assuring a coordinated sign program for the mutual benefit of each tenant of the Shopping Center. Subject to the terms of this Lease, and the limitations imposed by the applicable governmental entity charged with the authority of approval of signs, Tenant shall be allowed to design sign(s) for the Premises in accordance herewith to provide maximum identity and esthetic quality for Tenant and the Shopping Center. Conformance with this criteria shall be strictly enforced by Landlord and any installed non-conforming or unapproved sign must be removed or brought into conformance herewith, at Tenant's expense.

A. GENERAL SPECIFICATIONS

1. One "signable area" located on the signage band, by Landlord, shall be allowed for Tenant's channel letter sign.
2. Tenant shall submit three (3) copies of drawings of Tenant's proposed signs to Landlord for approval before fabrication of such signs. Such drawings must include location, size and style of lettering, material, installation details, color selections and logo design. One copy of such drawing of Tenant's proposed sign(s) shall be in color.
3. All permits for signs and the fabrication and installation therefore shall be obtained and paid for by Tenant.
4. All signs and the installation thereof shall comply with all local building codes.
5. Animated, flashing or audible signs will not be permitted.
6. All cabinets, conductors, transformers and other equipment shall be concealed.
7. Painted lettering will not be permitted.
8. Projections above or below the signable area will not be permitted. Signs on the roof of the Premises will not be permitted.
9. Wording of signs shall not include the product sold, except as a part of Tenant's trade name or insignia.
10. All signs are to be in English only, unless Landlord gives Tenant written approval to the contrary.

B. LOCATION OF SIGN(S)

1. All signs or advertising devices advertising an individual use, business or building shall be attached to the building only at a location specified by Landlord.
2. In the event the Premises has a non-customer rear door for receiving merchandise, Tenant may have uniformly applied on said door, in the location specified by Landlord, in two inch (2") high block letters, Tenant's name and address. Landlord will designate the color of such letters.

C. DESIGN OF SIGN

1. The total sign area shall not exceed two (2) square feet per lineal foot of frontage of the Premises. The sign area will be measured by circumscribing a rectangle around each individual letter of the sign case.
2. The width of each sign must not exceed Seventy-five percent (75%) of shop width, and must be centered within frontage. (See Sign Diagram herein).
3. The maximum height for letters in each sign shall not exceed twenty-four inches (24").
4. The minimum letter height of each letter shall not be less than eighteen inches (18").
5. The letter depth of each letter shall not be more than six inches (6"), or less than four inches (4").
6. Signs shall be composed of individual or script lettering. Sign boxes and cans will not be permitted. Logos will be considered on a case-by-case basis, at the sole discretion of Landlord. Colors will also be approved on a case-by-case basis.
7. Materials: Plastic surfaces shall be Rohm or Haas or of equal quality, 1/8" thick acrylic plexiglass. The vinyl film shall be 3-M, or of equal quality. The color of the plastic trim cap edging and the metal side return shall be approved by Landlord.
8. All letters shall have 1/4" drain holes at the bottom of each letter.

D. CONSTRUCTION REQUIREMENTS

1. All signs shall be centered on the "signable area" both vertically and horizontally.
2. All exterior signs, bolts, fastenings and clips shall be enameling iron with porcelain enamel finish, stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted.
3. All letters shall be fabricated using full welded construction.
4. All penetrations of the building structure required for sign installation and which shall have been approved in writing by Landlord, shall be neatly sealed in a watertight condition.

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EXHIBIT "D" (Continued)

LANDLORD'S SIGN CRITERIA

- 5. No labels, other than UL labels, will be permitted on the exposed surface of signs, except those required by local ordinance, which such labels shall be applied in an inconspicuous location.
- 6. Tenant shall cause Tenant's sign contractor to repair (in a good and workmanlike manner) any damage caused by such contractor work within two (2) days after such damage is caused.
- 7. Tenant shall be fully responsible for the work of its sign contractor.

E. RESTRICTIONS

- 1. Vertical copy or signs projecting perpendicular to the building will not be permitted.
- 2. Logos, hours of business and telephone numbers, are limited to a total of 144 square inches per single door entrance. All "Sale" signs or other special announcements will not be permitted on exterior or interior glass except as permitted in Tenant's Lease. Such advertising material must be setback 48" from glass storefront windows.
- 3. Advertising devices such as attraction boards, posters, banners and flags will not be permitted except as permitted in Tenant's Lease.

SIGN DIAGRAM

CHANNEL LETTER SIGN CRITERIA

**ALL SIGN DESIGNS, COLOR & COPY MUST BE APPROVED BY LANDLORD
and
SUBJECT TO OBTAINING A SIGN PERMIT FROM THE CITY**

Sign Request to include items in Exhibit "D" above including, but not limited to the following:

Example:

Copy:	"Laurel Canyon Plaza"	Finish Reveals:	Burnt Umber #10201
Sign Color:	Red Plexiglas #2795	Letter Height:	Twenty-four Inches (24")
Surface Type:	Rohm 1/8" Acrylic Plexiglas	Letter Depth:	Six Inches (6")
Vinyl Film:	3-M Translucent Vinyl		

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EXHIBIT "F"**RULES AND REGULATIONS**

1. The sidewalks, halls, passages, exits, entrances, stairways and elevators (if any) of the Shopping Center shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. These areas are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Shopping Center and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals with in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant or any employee or invitee of any tenant shall go upon the roof of the Shopping Center unless accompanied by an agent of Landlord, or unless Landlord's approval has been obtained.
2. No tenant shall use or permit its premises to be used as habitation, including the prohibition of sleeping, eating or bathing.
The premises may not be used for the storage of merchandise held for sale to the public, and unless ancillary to a restaurant or other food service use specifically authorized in the lease of a particular tenant, no cooking shall be done or permitted by any tenant on the premises, except that the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees shall be permitted.
3. Landlord will furnish each tenant with two keys free of charge. Landlord may make reasonable charge for any additional Keys. No tenant shall have any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises without the prior written consent of Landlord. Each tenant upon the termination of its tenancy shall deliver to Landlord all keys to doors in the Shopping Center that have been furnished to tenant. Each tenant shall see that the doors of its premises are closed and securely locked at all times as tenant's employee's leave the premises. Each tenant shall see that all water faucets, water apparatus and utilities are shut off before tenant or its employees leave the premises, so as to prevent waste or damage. In the event of any damage from any default or carelessness in this regard a tenant shall be responsible for all damage and/or injuries sustained by Landlord or other tenants of the Shopping Center.
4. No tenant shall use or keep in the premises or in any other part of the Shopping Center any kerosene, gasoline or inflammable or combustible fluid or material except such materials that are customarily used in the operation or cleaning of the premises and then only in accordance with all applicable laws, ordinances and recognized safety procedures. No tenant shall use any method of heating or air conditioning except as provided by Landlord. No tenant shall use, keep or permit to be used or kept any foreign or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other tenants of the Shopping Center by reason of noise, odors, vibrations, or interfere in any way with other tenants or those have business therein.
5. Landlord reserves the right to prevent access to the Shopping Center, including closing entrances to the Shopping Center, in circumstances rendering such action advisable in Landlord's opinion, such as mob riot, public excitement, etc..
6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant, tenants employees or invitees shall have caused it.
7. Except with prior consent of Landlord, no tenant shall sell or permit the sale in the premises or use or permit the use of any common area for the sale of newspapers, magazines, periodicals, tickets to entertainment events or any other goods, merchandise or service. No tenant shall carry on, or permit or allow any employee or other person to carry on the business of stenography, typewriting, or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Shopping Center, nor shall the premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in such tenant's lease.
8. Except with prior written approval of Landlord, no tenant shall use any advertising media which may be heard outside of the premises or place or permit the placement of any radio or television antenna, loudspeaker, sound amplifier, phonograph, searchlight, flashing light or other device of any nature on the roof or outside the boundaries of the premises (except for a tenant's approved identification sign or signs) or at any place where the same may be seen or heard outside the premises.
9. All deliveries, loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators (if any) and at such times as Landlord shall designate. In its use of the loading areas, each tenant shall not obstruct or permit the obstruction of said loading area and at no time shall park or allow its employees or agents to park vehicles therein except for loading and unloading. All of tenants refuse and rubbish shall be removed to central trash bins located in the Shopping Center at Tenant's sole cost and expense. Tenant shall not burn any trash or garbage of any kind in or about the Shopping Center. Hours of operation and delivery hours shall be restricted to the period from 7:00 AM to 10:00 PM.
10. The directory of the Shopping Center, if any, will be provided for the display of the name and location of tenants and Landlord reserves the right to exclude any other names therefrom. Landlord must first approve any additional name that any tenant may desire to place upon said directory, and, if so approved, a charge will be made therefor.
11. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Shopping Center without the prior written consent of Landlord.
12. No tenant shall use any portion of the common area for any purpose when the premises of such tenant are not open for business or conducting work in preparation therefore.
13. Tenant will not allow animals, except ~~seeing-eye dogs~~ service animals, in, about or upon the Demised Premises.
14. These Rules and Regulations are in addition to and shall not be construed, in any way to modify, alter or amend, in whole

or in part, the terms, covenants, agreements and conditions of any lease of premises in the Shopping Center. Landlord reserves the right to make such other and reasonable rules and regulations as in Landlord's judgment may from time to time be needed for the safety, care, cleanliness and preservation of good order of the Shopping Center. Landlord may, in its reasonable discretion, waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

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