



**Request for Proposals for Lease-Leaseback Construction Services  
Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement**



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**Requests for Information**

Questions related to this RFP should be submitted in writing to Jessica Sulli, Contract Specialist, at [jessica-sulli@scusd.edu](mailto:jessica-sulli@scusd.edu) no later than March 5, 2020. S I KBK & MLK. Roof Replacement Project Responses to all questions received will be <http://www.scusd.edu/rfp> no later than March 12, 2020.

**III. SCOPE OF SERVICES**

The scope of the project includes installing roof systems at Fr. Keith B. Kenny and Martin Luther King, Jr. schools that correspond with roof areas shown on site map and scope of work in the project manuals.

The plans and specifications may be obtained in e-Builder at <https://bidders.e-builder.net/landing?bidpackageid=90e86de9-73af-421b-9564-601f203bc8b9>.

The District is utilizing construction program management software, e- for its construction projects. Contractor will be required to utilize e- as all project information will be available only through e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or [support@e-builder.net](mailto:support@e-builder.net). You may also contact the Contracts Office at [Jessica-sulli@scusd.edu](mailto:Jessica-sulli@scusd.edu).

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**EXHIBIT A**  
**Ranking of Best Value Scores**

**SECTION I – CONTRACTOR QUALIFICATIONS**

**SECTION II – CONTRACTOR EXPERIENCE**

In the following table, enter all proposing Contractors and the total points received from the experience evaluation, based on questionnaire (Maximum points available per Contractor is

**EXHIBIT A**  
**Ranking of Best Value Scores**

**SECTION IV – BEST VALUE SCORE**

In the following table, enter all proposing Contractors, their scores from the qualifications, experience, and price proposal evaluations, and their total combined score. The total combined best value

<b>CONTRACTOR</b>	<b>SECTION I</b>	<b>SECTION II</b>	<b>SECTION III</b>	<b>COMBINED TOTAL</b>

**EXHIBIT B**  
**SIMILAR PROJECTS (History of Performance)**

Project	Owner/Contact Info	Scope of Work	Your Role



**EXHIBIT C**  
**PREQUALIFICATION CERTIFICATION FOR LEASE-LEASEBACK PROPOSAL**

I, \_\_\_\_\_, am authorized to represent \_\_\_\_\_ and



**EXHIBIT D**  
**PRICE PROPOSAL**

Name of Proposing Contractor: \_\_\_\_\_

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation and services for the **Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement project** in strict conformity with the plans, specifications and other documents on file.

A. LUMP SUM PRICE PROPOSAL (stated both in writing and in figures):

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

B. (10% of Lump Sum Price): \$ \_\_\_\_\_

C. DRY ROT ALLOWANCE: **\$100,000**

D. INTEREST ALLOWANCE: **\$1,000**

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Contractor is experienced in the construction of the type of School Facilities and type of tenant improvements desired by the Owner and is willing to perform said construction work for the Owner, all as more fully set forth this Agreement.

The Owner and Contractor therefore agree as follows:

PLEASE NOTE: The District is now utilizing construction program management software, e-Builder™, for its construction projects. Contractor agrees to utilize e-Builder™ software for this project. To register with e-Builder, please go to <http://www.e-builder.net>.

This link will provide registration instructions and allow you access to the project documents, plans and specifications. All project information, documents, etc. will be in e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or [support@e-builder.net](mailto:support@e-builder.net). You may also call the Planning & Construction Office (916) 264-4075 x1020 for assistance.

PLEASE NOTE: To perform work on this project, Contractor is required to be registered as a public works contractor with the Department of Industrial Relations. The Contractor's registration must remain active throughout the term of the agreement.





overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code

performing the Work and that includes the requirements of Education Code section 17407.5 and Public Contract Code sections 2600 et seq. concerning a skilled and trained workforce. By entering this Agreement, the Contractor agrees that it will become a party to the PLA. The full text of the PLA is available on the District's website.

\_\_\_\_\_ The Contractor shall comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

\_\_\_\_\_ Contractor shall conduct a competitive process for the selection of subcontractors for construction of the Project. In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 *et seq.*, or that it will utilize an informal bidding process established by the Contractor and approved in advance by Owner.

If Contractor chooses to select subcontractors pursuant to an informal bidding process, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor's procedure shall include, at a minimum, publication of a notice calling for bids for each trade component of the Project once a week for two weeks in customary trade publications. Further, unless the Parties otherwise agree in writing, on a trade by trade basis, Contractor shall make every reasonable effort to ensure that it receives at least three competitive bids from subcontractors for each trade component of the Project (incTf532.18athree competititil5 (ng, )-5 (on )-7.F00





supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

\_\_\_\_\_ Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions.

\_\_\_\_\_ Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

\_\_\_\_\_, the Parties have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

*(signature page follows)*

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

Rose Ramos  
Chief Business Officer

\_\_\_\_\_  
Date

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

\*\*\*Insert Data Here\*\*\*  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*\*Insert Data Here\*\*\*  
Corporate Secretary

\_\_\_\_\_  
Date

Contractor's License Number and Expiration  
Date:

\*\*\*Insert Data Here\*\*\*

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SCOPE OF WORK

Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

The Total Sublease Amount is based on the plans, specifications, drawings, and design packages prepared by , architects for the Owner. The detailed Scope of Work is set forth in said plans, specifications, drawings, and design packages approved by the Division of State Architect as Application No. \*\*\*Insert Data Here\*\*\* which are incorporated herein by this reference. *Specifically, the Scope of Work includes, but is not limited to, the following: [list any item that need to be specifically identified for the sake of clarity].*



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Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement

The Parties hereby agree that the following document is Contractor's calculation of the Total Sublease Amount.

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(“Site Lease”) is entered into on April 6, 2020, between the Sacramento City Unified School District, a California public school district (the “Owner”), as lessor, and , a California corporation and licensed general contractor (“Contractor”), as lessee. Owner and Contractor are each a “ParQ



2 \_\_\_\_\_. The term of this Site Lease ("Lease Term") shall begin as of the date above and shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the

agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. \_\_\_\_\_ Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations.



11. \_\_\_\_\_. Other than the Sublease, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12 \_\_\_\_\_. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. \_\_\_\_\_. In the event Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the Owner may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

14. \_\_\_\_\_. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized (financial interest) or purpose





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(“Sublease”) is entered into on April 6, 2020, between \*\*\*Insert Data Here\*\*\*, (“Contractor”), a California corporation and licensed general contractor as lessee, and the Sacramento City Unified School District, a California public school district (the “Owner”) as lessor.

RECITALS:

, pursuant to Section 17406 *et seq.* of the Education Code, the Owner may enter into leases and agreements relating to real property and buildings used by the Owner; and

, the Owner deems it essential for its own governmental purpose to finance certain improvements described in of the Lease-Leaseback Agreement entered into between the Owner and Contractor dated April 6, 2020, for the Fr. Keith B. Kenny & Martin Luther King, Jr. Roof Replacement (the “Lease-Leaseback Agreement”; and the “Project”) and situated on the Site described in of the Site Lease dated the same date between the Owner and Contractor related to the Project (the “Site Lease”). The land described in the Site Lease is herein referred to as the “Site”; and

, pursuant to Section 17406 of the Education Code, the Owner is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the Owner pursuant to the terms of this Sublease; and

, the Owner owns the Site and pursuant to the Lease-LeasebeW\* nB f2 792 reW\* nBT0 g/TT3 freW

**POST-AWARD DOCUMENTS FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID**

reasonable times necessary for conduct of Owner business thereon. During construction, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's work on the Project and related improvements to the Site. Following completion of the Project, the Owner shall enjoy full and undisturbed use of the Site.

\_\_\_\_\_. The terms and conditions of this Sublease shall become effective upon the authorized execution of this Sublease by the parties. The term of the Sublease shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination, the parties' respective interests hereunder automatically ended and released, and title to the Site and Project automatically and fully vested in the Owner.

\_\_\_\_\_. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State with authority to enter into this Sublease and to perform all of its obligations hereunder.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(c) The Project and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(d) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(e) The District shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease; and

(f) The Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

\_\_\_\_\_. Contractor represents and warrants to the Owner that:



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/ (a) Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State, with full corporate power and authority to lease and own real and personal property;

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or in a95 (anc)-5 (aseq)3.007 (

remaining Financed Amount. Without penalty, the Owner shall have the right to terminate the Financing Lease consistent with Section 22 of this Sublease. Upon final payment, including the Financing Lease, by the Owner, the beneficial use as between the Contractor as landlord, and the Owner as tenant, shall terminate and all right, title, and interest to all improvements constructed by the Contractor shall automatically vest in the Owner. Contractor agrees to execute any documents that may be necessary or otherwise required to validate the vesting of title as set forth herein. To the extent there are any inconsistent provisions in any of the Contract Documents with the payment and financing provisions herein, subject to any sublease abatement as set forth in Section 8, the provisions herein shall supersede any such inconsistent financing and payment provisions.

. \_\_\_\_\_ . In addition to delay of Sublease Payments provided in Section 6, above, Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site there is substantial interference with the use and right of possession by the Owner of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site1Proj1Prner he n82.998 005n3agha potential inntisBmntimeduFlhe apple ceeds of twe ease

\_\_\_\_\_. All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Sections 21 and 22 hereof. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner. At Contractor's request, the Owner agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the Owner to perform its obligations hereunder.

\_\_\_\_\_. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement. Upon vesting in Owner of all right, title, and interest to all improvements constructed by the Contractor as set forth in the Contract Documents, Owner shall be responsible for insuring the property.

\_\_\_\_\_. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

\_\_\_\_\_. In addition to the indemnification set forth in Article X of the Lease-Leaseback Agreement, to the extent permitted by law, and with the exception of the Contractor's responsibilities as "Contractor" under the Lease-Leaseback Agreement, the Owner shall, with respect to the Project and the Site, indemnify Contractor against and hold Contractor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the Owner's employees and agents or claims resulting from incidents or occurrences involving the financing of the Project and Lease-Leaseback aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project and further, the Owner agrees, to the extent the law allows, to indemnify Contractor against and hold Contractor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-

\_\_\_\_\_. Upon the happening of any Event of Default, the non-defaulting Party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

\_\_\_\_\_. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

\_\_\_\_\_. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations hereunder; however, Contractor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time without the consent of the Owner. No assignment shall be effective as against the Owner unless and until the Owner is so notified in writing. The Owner shall pay all Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

\_\_\_\_\_. The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the Owner shall have no right, title, or interest therein or thereto except as expressly set forth herein.

\_\_\_\_\_

(a) Sublease Prepayments. At any time during the term of this Sublease, the Owner may make Sublease Prepayments to the Contractor of the Sublease Payments including the Financial Sublease



\_\_\_\_\_.

(a) Notwithstanding Section 22 hereof, upon the Owner executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the General

\_\_\_\_\_. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement or General Conditions.

. \_\_\_\_\_. All Exhibits attached to this Sublease are hereby incorporated into the Sublease by this reference as if set forth in full.

The parties hereto have executed this Sublease by their authorized officers as of the dates so indicated under their respective signatures.

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

Rose Ramos  
Chief Business Officer

April 6, 2020  
Date

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

\*\*\*Insert Data Here\*\*\*  
President

\_\_\_\_\_



The term of this sublease shall commence as of the date shown on page 1 of this Sublease. Financed Sublease payments shall be paid monthly in accordance with the Contract Documents and the total Sublease Payments made shall not exceed the amount of the final Total Sublease Amount defined in Article 4 of the Lease-Leaseback Agreement. Each month Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's DSA Inspector or other designated employee. The Sublease Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date, all in accordance with the procedures set forth in the General Conditions.

Notwithstanding the foregoing, the term of this Sublease may be extended and payment options may be modified by written agreement of the parties hereto.

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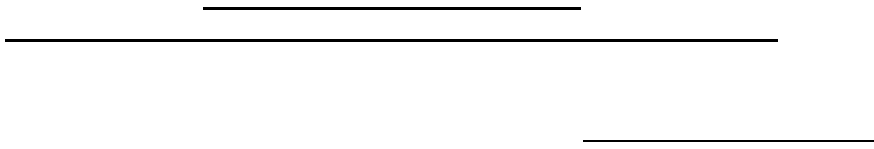
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