RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE EXECUTION AND DELIVERY OF
A SITE LEASE, FACILITY LEASE AND
CONSTRUCTION AGREEMENT CONCERNING
THE BUSINESS COMMUNICATIONS CENTER AT
SANTA BARBARA CITY COLLEGE AND APPROVING RELATED
ACTIONS IN CONNECTION THERewith

WHEREAS, Chapter 118, Item 6870-301-660(28) of the
Budget Act of 1991 contains an appropriation for the
construction of the business communications center (the
"Project") at Santa Barbara City College payable from the
proceeds of bonds, negotiable notes or negotiable bond
anticipation notes (collectively, the "Obligations") issued by
the State Public Works Board (the "Public Works Board")
pursuant to the State Building Construction Act, being
Part 10b of Division 3 of Title 2 of the Government Code;

WHEREAS, the Public Works Board has determined that
it is in the public interest to obtain an interim loan from
the General Fund or Pooled Money Investment Account (the
"Interim Loan") to provide funds for the construction of the
Project on behalf of the Santa Barbara Community College
District (the "District");

WHEREAS, the Public Works Board will covenant to
issue the Obligations in order to repay the principal of and
interest on the Interim Loan;

WHEREAS, the Obligations will be special obligations
of the Public Works Board payable solely from certain pledged

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revenues, which shall include the annual rental payments payable by the District pursuant to the Facility Lease (as hereinafter defined);

WHEREAS, in order to enable the Public Works Board to perform its covenant to issue the Obligations and to provide for the payment of the principal of and interest on the Obligations, the District will lease the site for the Project to the Public Works Board pursuant to a Site Lease (the "Site Lease"), and the Public Works Board will lease back the site and the Project to the District pursuant to a Facility Lease (the "Facility Lease");

WHEREAS, it is the intent of the District that the Chancellor of the California Community Colleges (the "Chancellor") shall, in addition to revenues calculated for apportionment to community college districts pursuant to Section 84700 of the Education Code, apportion state aid equal to the amount necessary to meet the annual rental payments pursuant to the Facility Lease;

WHEREAS, the District shall authorize, pursuant to the Facility Lease, the Chancellor and the Controller of the State of California to withhold from its annual apportionment the amount of funds necessary to satisfy its annual rental payments pursuant to the Facility Lease, which shall include an authorization to withhold the additional apportionment amount and the amount determined by the Chancellor to be the District's proportional share of such rental payments;
WHEREAS, while it is the intent of the District and the Chancellor that such funds be appropriated annually as part of the State's general apportionment funds for the California Community Colleges, the District's obligation to pay rental payments pursuant to the Facility Lease shall be an obligation payable from any lawfully available funds of the District;

WHEREAS, the District has agreed to provide and perform all activities required to construct the Project on behalf of the Public Works Board pursuant to a Construction Agreement (the "Construction Agreement") between the Public Works Board and the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Santa Barbara Community College District as follows:

1. The proposed form of Construction Agreement, by and between the District and the Public Works Board, as presented to this meeting, is hereby approved. The Superintendent/President or Vice President, Business Services of the District is each hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver the Construction Agreement in substantially the form presented to this meeting, with such insertions and changes therein as the Superintendent/President or Vice President, Business Services of the District, with the advice of counsel, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.
2. The proposed form of Site Lease, by and between the District and the Public Works Board, as presented to this meeting, is hereby approved. The Superintendent/President or Vice President, Business Services of the District is each hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver the Site Lease in substantially the form presented to this meeting, with such insertions and changes therein as the Superintendent/President or Vice President, Business Services of the District, with the advice of counsel, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

3. The proposed form of Facility Lease, by and between the District and the Public Works Board, as presented to this meeting, is hereby approved. The Superintendent/President or Vice President, Business Services of the District is each hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver the Facility Lease in substantially the form presented to this meeting, with such insertions and changes therein as the Superintendent/President or Vice President, Business Services of the District, with the advice of counsel, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

4. The officers of the District are hereby authorized and directed, for and in the name and on behalf of
the District to do any and all actions and execute and deliver any and all certificates, agreements and documents which they, or any of them, may deem necessary or advisable in order to facilitate the Interim Loan and the lawful issuance and delivery of the Obligations by the Public Works Board.

5. This resolution shall take effect immediately upon its passage.
SECRETARY'S CERTIFICATE

I, __Peter R. MacDougall__, Secretary of the Board of Trustees of the Santa Barbara Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said District duly and regularly and legally held at the regular meeting place thereof on __December 12, 1991__, of which meeting all of the members of the Board of Trustees of said District had due notice and at which a majority thereof were present.

At said meeting said resolution was adopted by the following vote:

AYES: Dr. Alexander, Mr. Frank, Mr. Jarrott, Mrs. Powell, Mr. Santodomingo

NOES: None

ABSENT: Dr. Dobbs, Mr. Luria

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: __December 12, 1991__

signature

Secretary of the Board of Trustees of the Santa Barbara Community College District
FACILITY LEASE

(SANTA BARBARA CITY COLLEGE
BUSINESS COMMUNICATIONS CENTER)

Dated as of December 1, 1991

by and between the

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

and

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
FACILITY LEASE

This lease, dated as of December 1, 1991, by and between the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA as lessor and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT as lessee;

WITNESSETH:

WHEREAS, the State Public Works Board of the State of California has acquired a leasehold interest in certain real property situated at Santa Barbara City College and has financed the construction of the business communications center thereon, and certain related costs, by obtaining an interim loan (the "Loan") from the Pooled Money Investment Account pursuant to Government Code Section 16312;

WHEREAS, the Board desires to refinance the Loan by the issuance of its lease revenue bonds, notes or other obligations as authorized by law, which lease revenue bonds, notes or other obligations will be secured by this lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings herein specified:

The term "Act" means the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code) and all laws amendatory thereof or supplemental thereto.

The term "Board" means the State Public Works Board of the State of California, an entity of state government duly organized and validly existing under and pursuant to Part 10.5 of Division 3 of Title 2 of the California Government Code.

The term "Bonds" means the lease revenue bonds, notes or other obligations issued by the Board under and pursuant to the Indenture to refinance the Board's costs of the construction of the Project and certain related costs.

The term "District" means the Santa Barbara Community College District.
The term "Facility" means the Project and the Site.

The term "Indenture" means the Indenture by and between the Board and the Treasurer of the State of California, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions thereof.

The term "Project" means the business communications center to be constructed on the Site, and all additions, betterments, extensions and improvements thereto.

The term "Site" means that certain real property described in Exhibit A to the Site Lease.

The term "Site Lease" means the lease of the Site, dated as of December 1, 1991, and entitled "Site Lease," entered into between the District as lessor and the Board as lessee, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

The term "Trustee" means the Treasurer of the State of California, or its successor, acting as trustee under and pursuant to the Indenture.

SECTION 2. Purpose and Term.

The Board hereby leases the Facility to the District and the District hereby hires the Facility from the Board, on the terms and conditions hereinafter set forth and subject to all easements, encumbrances and restrictions, including without limitation the terms and conditions of the Site Lease. The District hereby agrees and covenants during the term of this lease that, except as hereinafter provided, it will use the Facility solely for instructional purposes and related laboratory and support space so as to afford the public the benefits contemplated by the Act and by this lease and so as to permit the Board to carry out its agreements and covenants contained in the Indenture and further agrees that it will not abandon the Facility.

The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Santa Barbara County, State of California, or on February 1, 1992, and shall end on February 1, 2017, unless such term is extended or sooner terminated as hereinafter provided. If on February 1, 2017, the Bonds shall not have been fully paid and retired, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this lease shall be extended until
the date upon which all the Bonds shall have been fully paid and retired, except that the term of this lease shall in no event be extended beyond February 1, 2026. If prior to February 1, 2017 the Bonds shall have been fully paid and retired, then the term of this lease shall end simultaneously therewith.

The obligation to pay base rental shall commence on the date of issuance of the Bonds; provided, however, that in the event the Board cannot deliver possession of the Facility to the District at such time, this lease shall not be void nor shall the Board be liable for damages, but the base rental payment shall be abated proportionate to the construction cost of the parts of the Facility not yet delivered. If the Facility or any part thereof shall be substantially completed before such date, the District may take possession of the Facility or such part thereof upon such substantial completion and shall, at the written request of the Board, pay base rental for the period commencing with the date the District takes possession of the Facility through the date of issuance of the Bonds, at such annual amount as shall be equal to the interest on the Loan, plus Additional Rental. The Board covenants that it will cause the Facility to be constructed with all practicable dispatch.

SECTION 3. Rental.

The District agrees to pay to the Board, its successors or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the Facility, the following amounts at the following times:

(a) **Base Rental.** The District shall pay to the Board base rental hereunder at such amount in each year as shall be equal to the principal of and interest on the Bonds in such year. Such annual base rental shall be payable at such times and in such amounts as shall be determined by the Board, upon the advice of the Treasurer of the State of California, upon the issuance of such Bonds or other obligations of the Board. Each payment of base rental shall be for the use of the Facility for the period ending on the last day of the month preceding the date on which such rental is due.

(b) **Additional Rental.** The District shall pay to or upon the order of the Board as additional rental hereunder such reasonable amounts in each year as shall be required by the Board for the payment of all administrative costs and other expenses of the Board in connection with the Facility, including all expenses, compensation and indemnification of the Trustee payable
by the Board under the Indenture, fees of accountants, fees of the Attorney General or attorneys, litigation costs, insurance premiums and all other necessary costs of the Board or charges required to be paid by it in order to comply with the terms of the Act or of the Indenture or of the Bonds. Such additional rental shall be billed by the Board or the Trustee from time to time, together with a statement certifying that the amount so billed has been paid by the Board or by the Trustee on behalf of the Board for one or more of the items above described, or that such amount is then payable by the Board or the Trustee on behalf of the Board for such items. Amounts so billed shall be due and payable by the District within thirty (30) days after receipt of the bill by the District.

Such payments of base rental and additional rental for each rental payment period during the term of this lease shall constitute the total rental for such rental payment period, and shall be paid by the District in each rental payment period for and in consideration of the right to the use and occupancy, and the continued quiet enjoyment, of the Facility during each such rental payment period for which such rental is paid. The parties hereto have agreed and determined that such total rental represents the fair rental value of the Facility. In making such determination, consideration has been given to the costs of the construction of the Project to be financed by the Board with the proceeds of the Bonds, other obligations of the parties under this lease, the uses and purposes which may be served by the Facility and the benefits therefrom which will accrue to the District and the general public.

Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Board in Sacramento, California, or such other place as the Board shall designate. Any such installment of rental accruing hereunder which shall not be paid when due shall bear interest at the legal rate of interest per annum at which judgments for money in the State of California bear interest from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Board and the District, the District shall make all rental payments when due without deduction or offset of any kind and shall not withhold any rental payments pending the final resolution of such dispute.

The District covenants to take such action as may be necessary to include all such rental payments due hereunder in its annual budgets and to make the necessary annual allocations for all such rental payments. The District will
furnish to the Board and the Trustee copies of each annual budget of the District (or that portion of the budget of the State) that contains the appropriation to pay rent hereunder, within ten (10) days after the adoption thereof by the District. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the agreements and covenants in this lease agreed to be carried out and performed by the District.

Pursuant to Government Code Section 15820.60(e), the District hereby authorizes the Chancellor of the California Community Colleges and the State Controller to withhold from its annual apportionment an amount equal to its annual base rental hereunder, including the withholding of the additional apportionment amount and the amount determined to be the District's proportional share of the base rental payments as determined by the Chancellor of the California Community Colleges pursuant to Government Code Section 15820.60(d).

All rental payments received shall be applied first to the base rental due hereunder and thereafter to all additional rental due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

The rental shall be abated proportionately during any period in which, by reason of any damage or destruction (other than by condemnation which is provided for in Section 9), there is substantial interference with the use and occupancy of the Facility by the District. Such abatement shall continue for the period commencing with such damage or destruction and ending when such use and occupancy are restored. The District waives the benefits of Civil Code Sections 1932(2) and 1933(4) and any and all other rights to terminate this lease by virtue of any such damage or destruction.

SECTION 4. Financing the Project.

The Board agrees to use the proceeds of the Bonds to refinance the costs of the construction of the Project, and certain related costs (or for making reimbursements to the Board or any other state agency, public agency, person, firm or corporation for such costs theretofore paid by him or it), including payment of the Loan and all costs incidental to or connected with such construction.

During such time as the District is in possession of the Facility, all maintenance and repair, both ordinary and extraordinary, of the Facility shall be the sole responsibility of the District, which shall at all times maintain or otherwise arrange for the maintenance of the Facility in good condition, and the District shall pay for or otherwise arrange for the payment of all utility services supplied to the Facility and shall pay for or otherwise arrange for the payment of the costs of the repair and replacement of the Facility resulting from ordinary wear and tear or want of care on the part of the District or any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Facility. In exchange for the rentals herein provided, the Board agrees to provide only the Facility.

The District shall also pay to the Board or upon the order of the Board as additional rental hereunder such amounts, if any, in each year as shall be required by the Board for the payment of all taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Board or the Trustee affecting or relating to the Facility or the respective interests or estates therein, or the amount of rentals received by the Board hereunder.

SECTION 6. Changes to the Facility.

The District shall have the right during the term of this lease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the District.

SECTION 7. Insurance.

(a) The District will maintain or cause to be maintained fire, lightning and extended coverage insurance on the Facility in an amount equal to one hundred per cent (100%) of the then current replacement cost of the Facility, excluding the then value of the land as unimproved (except that such insurance may be subject to deductible clauses of not to exceed five hundred thousand dollars ($500,000) for any one loss), and earthquake insurance (if available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Facility in an
As an alternative to providing the insurance required by this subsection (b), the District may provide other kinds of insurance or methods or plans of protection if and to the extent such other kinds of insurance or methods or plans of protection shall afford reasonable protection to the District, the Board, the Trustee and the officers, agents and employees of each, in light of all circumstances giving consideration to cost, availability and plans or methods of protection adopted by other governmental entities of and within the State of California. Before another method or plan may be provided by the District, there shall be filed with the Board and the Trustee a certificate of an actuary or other qualified risk assessor stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this subsection (b) and, when effective, would afford reasonable protection to the District, the Board and the Trustee and the officers, agents and employees of each, against loss and damage from risks covered thereby. There shall also be filed a certificate of the District setting forth the details of such substitute method or plan.

(c) The District will maintain or cause to be maintained rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Facility as a result of any of the hazards covered by the insurance required by subsection (a) of this section in an amount not less than the total rent payable by the District under this lease for a period of at least two (2) years. Any such insurance policy shall be in form satisfactory to the Trustee and shall contain a loss payable clause making any loss thereunder payable to the Trustee. Any proceeds of such insurance shall be used by the Trustee to reimburse the District for any rental theretofore paid by the District under this lease for a period of time during which the payment of rental under this lease is abated, and any proceeds of such insurance not so used shall be applied as provided in the Indenture to the extent required to pay Annual Debt Service on the Bonds as defined in the Indenture, or shall be applied as provided in the Indenture to the extent required to pay administrative costs of the Board in connection with the Facility.

(d) The District will deliver to the Trustee in the month of July in each year a schedule, in such detail as the Trustee in its discretion may request, setting forth the insurance policies then in force pursuant to this section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby. Each such insurance policy shall require that the Trustee be given thirty (30) days' notice of any intended cancellation
amount equal to the full insurable value of such structure or
the principal amount of all outstanding Bonds, whichever is
less (except that such insurance may be subject to a
deductible clause of not to exceed five hundred thousand
dollars ($500,000) for any one loss). The extended coverage
endorsement shall, as nearly as practicable, cover loss or
damage by explosion, windstorm, riot, aircraft, vehicle
damage, smoke, vandalism and malicious mischief and such other
hazards as are normally covered by such endorsement. Each
such policy of insurance shall be in form reasonably
satisfactory to the Board and shall contain a clause making
all losses payable to the Trustee, the Board and the District
as their interests may appear, and all proceeds thereof shall
be paid over to the party contractually responsible for making
repairs of casualty damage or to the Board to redeem Bonds as
hereinafter provided.

In the event of any damage to or destruction of the
Facility caused by the perils covered by such insurance, the
proceeds of such insurance shall be utilized, in the
discretion of the Board either (i) to redeem the outstanding
Bonds, to the extent possible and in accordance with the
provisions of the Indenture, but only if the base rental
payments due after such redemption would be sufficient to
retire the Bonds then outstanding in accordance with their
terms, or (ii) repair, reconstruct or replace the Facility to
the end that the Facility shall be restored to at least the
same condition that it was in prior to such damage or
destruction. Any balance of such proceeds not required for
such repair, reconstruction or replacement shall be
transferred to the Board and treated as Revenues (as defined
in the Indenture) and applied in the manner provided in the
Indenture.

(b) The District will maintain or cause to be
maintained public liability insurance with limits of not less
than two million dollars ($2,000,000) per occurrence for
bodily injury and property damage liability combined to
protect the District, the Board, the Trustee and the officers,
agents and employees of each from all direct or contingent
loss or liability for damages from bodily injury or death
occasioned by reason of the construction, condition or
operation of the Facility. The public liability and property
damage insurance may be subject to a deductible clause for any
one occurrence of not to exceed five hundred thousand dollars
($500,000). The insurance coverage required by this
subsection may be effected by blanket policies covering the
Facility issued to the party contractually responsible for the
maintenance and operation of the Facility.
thereof or reduction of the coverage provided thereby. Delivery to the Trustee of the schedule of insurance policies under the provisions of this section shall not confer responsibility upon the Trustee as to the sufficiency of coverage or amounts of such policies. If so requested in writing by the Trustee, the District shall also deliver to the Trustee duplicate originals or certified copies of each insurance policy described in such schedule.


(a) If the District shall fail to pay any rental payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this lease, or the District shall fail to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the District for a period of sixty (60) days after notice of the same has been given to the District by the Board or the Trustee or for such additional time as is reasonably required, in the sole discretion of the Trustee to correct any of the same, or upon the happening of any of the events specified in subsection (b) of this Section, the District shall be deemed to be in default hereunder and it shall be lawful for the Board to exercise any and all remedies available pursuant to law or granted pursuant to this lease. Upon any such default, the Board, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this lease in the manner hereinafter provided on account of default by the District, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place in the District. In the event of such termination, the District agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Board all damages recoverable at law that the Board may incur by reason of default by the District, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay rent or to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Board nor any proceeding in unlawful detainer, or otherwise,
brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility nor the appointment of a receiver upon initiative of the Board to protect the Board's interest under this lease shall of itself operate to terminate this lease, and no termination of this lease on account of default by the District shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Board shall have given written notice to the District of the election on the part of the Board to terminate this lease. The District covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Board by such written notice.

(2) Without terminating this lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the District or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Board does not elect to terminate this lease in the manner provided for in subparagraph (1) hereof, the District shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the District, and, if the Facility is not re-let, to pay the full amount of the rent to the end of the term of this lease or, in the event that the Facility is re-let, to pay any deficiency in rent that results therefrom; and further agrees to pay said rent and/or rent deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of rent hereunder, notwithstanding the fact that the Board may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified, and notwithstanding any entry or re-entry by the Board or suit in unlawful detainer, or otherwise, brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility. Should the Board elect to re-enter as herein provided, the District hereby irrevocably appoints the Board as the agent and attorney-in-fact of the District to re-let the Facility, or any part thereof, from time to time, either in the Board's name or otherwise, upon such terms and conditions and for such use and period as the Board may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place in the District or the County of Santa Barbara, for the account of and
at the expense of the District, and the District hereby exempts and agrees to save harmless the Board from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained; provided, however, that such indemnity and holding harmless shall not include any such claims and judgments arising due to the negligent or wilful acts of the Board in connection with its right of entry onto the Facility. The District agrees that the terms of this lease constitute full and sufficient notice of the right of the Board to re-let the Facility in the event of such re-entry without effecting a surrender of this lease, and further agrees that no acts of the Board in effecting such re-letting shall constitute a surrender or termination of this lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Facility Lease shall vest in the Board to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The District further waives the right to any rental obtained by the Board in excess of the rental herein specified and hereby conveys and releases such excess to the Board as compensation to the Board for its services in re-letting the Facility. The District further agrees to pay the Board the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the District of the completion and installation of such additions or alterations.

The District hereby waives any and all claims for damages caused or which may be caused by the Board in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the District, or any other person, that may be in or upon the Facility; provided, however, that such indemnity and holding harmless shall not include any such claims and judgments arising due to the negligent or wilful acts of the Board in connection with its right of entry onto the Facility.

Each and all of the remedies given to the Board hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the
Board to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Board of the Facility. If any statute or rule of law validly shall limit the remedies given to the Board hereunder, the Board nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Board shall prevail in any action brought to enforce any of the terms and provisions of this Facility Lease, the District agrees to pay a reasonable amount as and for attorney's fees incurred by the Board in attempting to enforce any of the remedies available to the Board hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

(b) In addition to any default resulting from breach by the District of any term or covenant of this lease, if (1) the District's interest in this lease or any part thereof be assigned, sublet or transferred without the written consent of the Board, either voluntarily or by operation of law, or (2) the District or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the District asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the District's debts or obligations, or offers to the District's creditors to effect a composition or extension of time to pay the District's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the District's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the District, or if a receiver of the business or of the property or assets of the District shall be appointed by any court, except a receiver appointed at the instance or request of the Board, or if the District shall make a general or any assignment for the benefit of the District's creditors, or (3) the District shall abandon the Facility, then the District shall be deemed to be in default hereunder.

(c) The Board shall in no event be in default in the performance of any of its obligations hereunder unless and until the Board shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice
by the District to the Board properly specifying wherein the Board has failed to perform any such obligation.


If the whole or any portion of the Facility shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the proceeds therefrom shall be deposited with the Trustee in a special fund in trust and shall be applied and disbursed by the Trustee as follows:

(a) If less than the entire Facility shall have been so taken and the remainder is usable as an educational facility, then this lease shall continue in full force and effect as to such remainder and (i) if the portion taken is replaced by a facility of equal or greater utility within or adjacent to such remainder, the Trustee shall disburse such proceeds to the party that incurred the expense of making such replacement and there shall not be any abatement of rental under this lease; or (ii) failing the making of such replacement, there shall be a partial abatement of rental under this lease and the Trustee shall apply such proceeds as specified in subsection (b).

(b) If less than the entire Facility shall have been so taken and the remainder is not usable as an educational facility, or if the entire Facility shall have been so taken, then the term of this lease shall cease as of the day that possession shall be so taken; and the Trustee shall apply such proceeds, together with any other money then available to it for such purpose, for the redemption of outstanding Bonds in accordance with the provisions of the Indenture so far as the same may be applicable.

SECTION 10. Right of Entry.

The Board shall have the right to enter the Facility during reasonable business hours (and in emergencies at all times) to inspect the same for any purpose connected with the District's rights or obligations under this lease, and for all other lawful purposes.

SECTION 11. Liens.

In the event the District shall at any time during the term of this lease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed and equipped or materials to be supplied in or upon the Facility, the District shall pay or cause to be paid when due all sums of money that may become due, or purporting
to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the District in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Board's interest therein, the District shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the District desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the District shall forthwith pay or cause to be paid and discharged such judgment. The District agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Board, the Trustee and their members, directors, agents, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Board's interest therein.

SECTION 12. Quiet Enjoyment.

The parties hereto mutually covenant that the District, so long as it keeps and performs the agreements and covenants herein contained and is not in default hereunder, shall at all times during the term of this lease peaceably and quietly have, hold and enjoy the Facility without suit, trouble or hindrance from the Board.

SECTION 13. Board Not Liable.

The Board and its members, officers and employees shall not be liable to the District or to any other party whosoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facility, except any liability due to the Board's exercise of its right of entry onto the Facility. The District shall, to the extent permitted by law, indemnify and hold harmless the Board and its members, officers and employees from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Facility; provided, however, that such indemnity and holding harmless shall not include any such claims and judgments arising due to the negligent or wilful acts of the Board in connection with its right of entry onto the Facility.
SECTION 14. Title to Property.

Upon the termination or expiration of this lease (other than as provided in Sections 8 and 9), title to the Project shall vest in the District. Upon such termination or expiration, the Board shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

SECTION 15. Law Governing.

This lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.


All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District at 721 Cliff Drive, Santa Barbara, CA 93109-2394, Attention: Vice President, Business Services, or, if to the Board, addressed to the Board c/o Department of General Services, Contracted Fiscal Services, 1325 J Street, Suite 1510, Sacramento, California 95814, Attention: Manager of Contracted Fiscal Services with a copy to the Trustee addressed to the Office of the State Treasurer, State of California, 915 Capitol Mall, Room 110, Sacramento, CA 95814, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 17. Validity and Severability.

If for any reason this lease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Board or by the District, all of the remaining terms of this lease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the District hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this lease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the District annually in consideration of the right of the District to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this lease, except to the extent that such terms, provisions and
conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

SECTION 18. Waiver.

The waiver by the Board of any breach by the District of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof.

The waiver by the District of any breach by the Board of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof.


This lease shall be deemed and construed to be a "net lease" and the District hereby agrees that the rentals provided for herein shall be an absolute net return to the Board, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 20. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 21. Amendment.

This lease may only be amended by a written instrument duly authorized and executed by the Board and the District, provided however that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 22. Tax Covenants

The District hereby covenants that it will not use or permit the use of the Site and the Project, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") and any such applicable regulations promulgated from time to time thereunder.

SECTION 23. Execution.

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease.
It is also agreed that separate counterparts of this lease may be separately executed by the Board and the District all with the same force and effect as though the same counterpart had been executed by both the Board and the District.

IN WITNESS WHEREOF, the Board and the District have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF
THE STATE OF CALIFORNIA

By
Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By

SANTA BARBARA COMMUNITY COLLEGE
DISTRICT

By
On _______, 1991 before me, Judy A. Lowder, Notary Public, State of California, personally appeared George Valverde, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature ___________________________ (Seal)
STATE OF CALIFORNIA ) ss
) ss
COUNTY OF SANTA BARBARA )

On __________, 1991 before me, ________________________
__________, Notary Public, State of California, personally
appeared ____________________, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature ______________________________ (Seal)
Recording Requested By and Return To:

Philip C. Morgan, Esq.
Orrick, Herrington & Sutcliffe
Old Federal Reserve Bank Building
400 Sansome Street
San Francisco, CA 94111

SITE LEASE
(SANTA BARBARA CITY COLLEGE
BUSINESS COMMUNICATIONS CENTER)

Dated as of December 1, 1991

by and between
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
and
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

7141M(11)
SITE LEASE

THIS SITE LEASE, dated as of December 1, 1991, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (herein called the "District") and the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA, an entity of state government duly organized and validly existing under and by virtue of the laws of the State of California (herein called the "Board");

WITNESSETH:

WHEREAS, the Board intends to assist the District by financing the construction, plus certain related costs, of the business communications center (herein called the "Project") on the Site, as hereinafter defined (the Site and Project are together herein called the "Facilities"); and

WHEREAS, the Board intends to lease the Project to the District by a facility lease (herein called the "Facility Lease") and the District intends to enter into such a lease with the Board as a material consideration for the Board's agreement to finance the construction of the Project for and on behalf of the District;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Site.

The District hereby leases to the Board and the Board hereby hires from the District, on the terms and conditions hereinafter set forth, the real property situated in Santa Barbara County, State of California, and described in Exhibit A attached hereto and made a part hereof and all improvements thereon (herein called the "Site").

SECTION 2. Term.

The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Santa Barbara County, State of California, or February 1, 1992, and shall end on February 1, 2017, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the bonds or other indebtedness of the Board (the "Bonds") issued to repay any interim loan incurred by the Board to pay for the construction of the Project and certain related costs shall not be fully paid and retired or the indenture authorizing such Bonds shall not be
discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond February 1, 2026. If prior to February 1, 2017, all Bonds and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Board, whichever is earlier.

SECTION 3. Rental.

The Board shall pay to the District as and for rental hereunder the sum of One Dollar ($1), all of which rental shall be payable in full within ten (10) days of the recordation hereof. In addition to the foregoing rental payment, the Board may pay to the District as and for rental hereunder such surplus moneys as shall be permitted to be paid over to the District pursuant to any indenture of the Board authorizing the Bonds.

SECTION 4. Purpose.

The Board shall use the Site solely for the purpose of permitting the construction of the Project thereon and leasing the Facilities to the District pursuant to the Facility Lease and for such purposes as may be incidental thereto, including the demolition of any improvements which are designated for demolition in the plans and specifications for the Project; provided, that in the event of default by the District under the Facility Lease the Board may exercise the remedies provided in the Facility Lease.

SECTION 5. Nonsubordination; Assignments and Subleases.

This lease shall be nonsubordinated and, unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this lease or sublet the Site without the prior written consent of the District.

SECTION 6. Right of Entry.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.
SECTION 7. Termination.

The Board agrees, upon the termination or expiration of this lease, to quit and surrender the Site in the same good order and condition as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear and any actions taken by the District that may affect the condition of the Site, and agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this lease shall remain thereon and title thereto shall vest in the District.

SECTION 8. Default.

In the event the Board shall be in default in the performance of any obligation on its part to be performed under the terms of this lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Board, the District may exercise any and all remedies granted by law, except that no merger of this lease and of the Facility Lease shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this lease by reason of any default on the part of the Board if such termination would affect or impair any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease); and provided further, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee (pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee. So long as any such assignee or subtenant of the Board shall duly perform the terms and conditions of this lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee.
SECTION 9. Quiet Enjoyment.

The Board at all times during the term of this lease, subject to the provisions of Section 8 hereof, shall peaceably and quietly have, hold and enjoy all of the Site.

SECTION 10. Waiver of Personal Liability.

All liabilities under this lease on the part of the Board are solely liabilities of the Board as an entity of state government, and the District hereby releases each and every member, officer, agent and employee of the Board of and from any personal or individual liability under this lease. All liabilities under this lease on the part of the District are solely liabilities of the District as a public entity, and the Board hereby releases each and every member, officer, agent and employee of the District of and from any personal or individual liability under this lease.

SECTION 11. Taxes.

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site (including both land and improvements); provided, however, that the District shall not pay any possessory interest taxes levied as a result of any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease).

SECTION 12. Eminent Domain.

In the event the whole or any part of the Site or the improvements thereon (including the Facilities) is taken permanently or temporarily under the power of eminent domain, the interest of the Board shall be recognized and is hereby determined to be the amount of the then unpaid indebtedness incurred by the Board to finance or refinance the construction of the Project, including the unpaid principal of and interest on any then outstanding bonds or other indebtedness of the Board, and shall be paid as required by any interim loan or to the trustee under any indenture authorizing such bonds or other indebtedness and applied as provided in said indenture. The term "unpaid indebtedness," as used in the preceding sentence, includes the face amount of the indebtedness evidenced by any outstanding loans, bonds or notes of the Board obtained or issued to finance or refinance the Facilities, together with the interest thereon and all other payments required to be made by the trustee pursuant to the indenture authorizing the issuance of said bonds or notes on
account of said indebtedness, until such indebtedness, together with the interest thereon, has been paid in full in accordance with the terms thereof.

SECTION 13. License to Access Site; Utilities and Parking.

The District hereby irrevocably grants to the Board and the Board hereby accepts from the District, during the term of this lease, a license for ingress and egress to the Facilities across the real property situated in the County of Santa Barbara, State of California, and described in Exhibit A attached hereto and made a part hereof. Unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this license or sublicense this license without the prior written consent of the District.

The District agrees to provide or cause to be provided to the Board, at reasonable rates and charges payable by the Board, its assigns or sublessees, adequate parking spaces and such utility services, including water, electricity, gas, sewer, garbage disposal, heating, air conditioning and telephone, as the District provides or causes to be provided to buildings similar to the Project situated at Santa Barbara City College.


If any one or more of the terms, provisions, covenants or conditions of this lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this lease shall be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District at 721 Cliff Drive, Santa Barbara, California 93109-2394, Attention: Vice President, Business Services, or, if to the Board, addressed to the Board c/o Department of General Services,
SECTION 16. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 17. Amendment.

This lease may only be amended by a written instrument duly authorized and executed by the Board and the District, provided however that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 18. Execution.

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may separately be executed by the Board and the District, all with the same force and effect as though the same counterpart had been executed by both the Board and the District.
IN WITNESS WHEREOF, the District and the Board have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By ________________________________

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By ________________________________ Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By ________________________________

APPROVED:

DEPARTMENT OF FINANCE

By ________________________________
STATE OF CALIFORNIA       )  ss
COUNTY OF SANTA BARBARA   )

On __________, 1991 before me, __________________________
____________________, Notary Public, State of California, personally
appeared ______________________, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature __________________________       (Seal)
STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO  

On __________, 1991 before me, Judy A. Lowder, Notary Public, State of California, personally appeared George Valverde, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature ___________________________ (Seal)
CONSTRUCTION AGREEMENT

BUSINESS COMMUNICATIONS CENTER
AT SANTA BARBARA CITY COLLEGE

Dated as of December 1, 1991

by and between

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

and

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
CONSTRUCTION AGREEMENT

THIS AGREEMENT, made as of December 1, 1991, by and between the State Public Works Board of the State of California (hereinafter called the "Board") and the Santa Barbara Community College District (hereinafter called the "District"),

W I T N E S S E T H:

WHEREAS, pursuant to Sections 15820.50 through 15820.62, inclusive, of the Government Code and Item 6870-301-660(28) of the Budget Act of 1991 (Chapter 118, Statutes of 1991), the Legislature has authorized the Board to finance the construction of the business communications center (the "Facility") at Santa Barbara City College and has required the Board to contract with the District for all activities required to construct the Facility;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:


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2. Pursuant to Section 15820.55 of the Government Code, the District hereby agrees to provide and perform all activities required to plan, construct and equip the Facility on behalf of the Board in accordance with the applicable provisions of Chapter 3.8, Part 10b, Division 3, Title 2 of the Government Code, as such provisions may from time to time be amended, and in accordance with the District's established policies and procedures for the construction of major capital projects.

3. Funds shall be disbursed to the District in accordance with the Board's resolution and the interim loan authorized thereby and under claim procedures which shall provide for cash advances.

4. The Board does hereby authorize and direct the District to execute and deliver a contract or contracts for the planning, construction and installation of the Facility, provided that such contract or contracts are within the cost and scope previously approved by the Board.
IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By __________________________
Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By __________________________

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By __________________________