AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ASPIRANET

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO, hereinafter
called "County," and ASPIRANET, hereinafter called "Contractor";
$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:
WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;
WHEREAS, the parties entered into an Agreement for administering "Change of Placement Program" on July 12, 2011, Resolution Number 071526; and
WHERE AC do not be seed to seed at the Assessment for an additional to the

WHEREAS, the parties wish to extend the Agreement for an additional twelve months, July 12, 2011 through June 30, 2013 to continue "Change of Placement Program for dependent children at the County's Tower House Receiving Home located in San Mateo and add \$166,681 for a new total obligation of \$333,362.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2- Payments of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1 B1, and D1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "C1 and C2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED SIXTY TWO DOLLARS** (\$333,362).

2. Section 3, Term and Terminations of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011 through June 30, 2013.**

This Agreement may be terminated by Contractor, the Human Services Agency or his/her

designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Section 16, Notices of the Agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United Sates mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Dr. Loc Nguyen, Director, Children and Family Services San Mateo County Human Services Agency 400 Harbor Blvd., Bldg. B Belmont, CA 94402 650-802-3390

In the case of Contractor, to:

Vernon Brown, Executive CEO Aspiranet 400 Oyster Point Blvd., Suite 501 So. San Francisco, CA 94080 650.866.4080

- **4.** Original Exhibits A, B, C, C1, D and J are replaced with Exhibits A1, B1, C1, C2, D1 and J1, attached hereto and incorporated by reference herein.
- 5. All other terms and conditions of the Agreement dated July 12, 2011, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

	COUNTY OF SAN MATEO
	By: President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By:Clerk of Said Board	
ASPIRANET Vernon Brown, Executive CEO	
Contractor's Signature	
Date:	

July 1, 2012 through June 30, 2013 Program Description

Purpose

The purpose of the change of placement program operated by the Contractor is to provide a short-term residence for children who are Dependent Children of the San Mateo County Juvenile Court and are in transition between foster home placements. These are mostly adolescents who have been in foster care, and have been unable to remain in the previous placement. Often times, this transition occurs due to behavioral difficulties that are disruptive to the placement. Many times the placements end suddenly, with insufficient notice to locate an alternative placement. As the County is the placing agency, most times this results in the County needing to provide care for the children during the period until another placement is located.

The Contractor's program assessment and treatment philosophy addresses the physical, emotional, social and cultural needs of at-risk ambulatory youth. The program accepts both male and female youth between the ages of 12 and 18 years. The program accepts all youth referred by San Mateo County Human Services Agency and Juvenile Probation Department up to its capacity.

Many of the youth served by the program may have a prior DSM axis diagnosis. They may have a history of learning disabilities, physical or sexual abuse, behavioral problems which may include pre-delinquent behavior, delinquent behavior, poor impulse control, depression, adjustment disorder, borderline disorder, oppositional disorder, school problems, chronic runaway, chronic placement failure, sexual acting out, behavior/conduct disorder, hyperactivity, substance abuse, self-destructiveness, and emotional disturbance.

Residents accepted into the program may also be characterized as physically handicapped (although not so as to interfere with their ambulatory status), epileptic, diabetic, and palsied. They may present particular treatment needs, e.g., being learning handicapped, emotionally disturbed, physically or sexually abused, or have chemical abuse histories, which may qualify them for specialized program services.

The Contractor provides supervision, daily activities, mental health services, medical services and psychiatric services. The Contractor's staff works closely with San Mateo County Children and Family Services and Juvenile Probation staff to coordinate services, complete needs assessment and service plans, and prepare the youth for the next placement. The Contractor provides bi-lingual services in Spanish, and provides culturally sensitive services to all residents.

These services include but are not limited to group counseling, sexual perpetrators/victim groups, substance abuse education groups, and family reunification endeavors. In addition, necessary arrangements are made for medical, dental and eye examinations and treatment.

A range of educational, psychological, psychiatric service treatment, recreational and organized social experience is available for program residents. The daily schedule provides a stable and consistent structure for activities to be conducted. The values of stability and consistency are extremely important to the population for whom this program is designed; they afford residents a consistent and reliable treatment milieu to address underdeveloped behavior and deficient social skills.

The anticipated length of placement for residents ranges from one to three months.

Goals

The goal of the Contractor is to provide a stable residential environment for youth that have had a disruption in their foster care living situation and are waiting for an alternative foster care placement. The placement Social Worker/Probation Officer may utilize this time to assess the resident's situation, and search for a more appropriate placement.

First, the Contractor seeks to understand the multiple treatment needs of its population and their cultural context. It provides residents with immediate and long-term benefits. Among these are food, shelter, clothing, medical services, social, recreational opportunities and other needed services. To heighten cultural sensitivity and awareness to a resident's multi-cultural needs, staff receives multi-cultural training and may also participate in similar opportunities scheduled in the local community.

Second, the Contractor enables young people who are placed in the program to assume increasing responsibility for mastering various behavioral tasks in order to acquire social and personal living skills. Childcare worker staff model appropriate behavior, provide consistent feedback to the residents regarding their daily interactions in a variety of environments e.g., home, school, community. Additionally, the program provides residents with activities intended to develop independent living skills. Activities may include resume writing, finding an apartment, seeking a compatible roommate, developing job interviewing skills, financial management, completing their age-appropriate education, obtaining their G.E.D. and visiting area businesses. Other community resources may be used, e.g., mentor programs, job placement services, and vocational training programs, as indicated in their Needs and Services Plan. Overall, these endeavors encourage residents to participate in their treatment program according to an achieved level of insight, education and capability.

Third, the Contractor collaborates with placement workers and their respective agencies to consistently evaluate and directly respond to the presenting and ongoing treatment needs of youth in the Placement Program. The assigned County Social Worker/Probation Officer will develop an individualized Need and Services Plan in cooperation with residents, their placement workers and parents, if available, and other individuals significant to the child's success. The program manager coordinates clinical services, e.g., individual and group therapy and any clinical consultation, when indicated. This cooperative endeavor can reduce rates of recidivism and future placement failure among this treatment population.

Fourth, the Contractor seeks, whenever possible, to reunite residents with their families. In the assessment phase, careful consideration is given the resources required to address family issues. In this context, a family may participate in structured opportunities that can renew confidence to be reunited with their child. This goal is facilitated by a family partnering with the Contractor to support their child's efforts to improve his life within the treatment program and their participation in scheduled events, e.g., parenting classes, to accomplish this end.

The staffs of Aspiranet and San Mateo County Human Services and Juvenile Probation Department have developed a detailed Program Statement as required by the State of California, Community Care Licensing as well as the State Rate Setting Bureau.

July 1, 2012 through June 30, 2013 RESPONSIBILITIES

The Contractor's Responsibilities:

In operating the change of placement program for dependent children at the Tower House Receiving Home (hereinafter be called Tower House in this document) described in this Exhibit and Exhibit A1, the Contractor will:

- 1. Provide services to and house up to eight youths.
- 2. Be responsible for the care, safety and supervision of the residents at all times.
- 3. Maintain a behavioral management program at a level to justify a State Rate Level 12. (Level 12 is a level of service defined by the state and refers to the ratio of staff per children).
- 4. Operate within the state Community Care Licensing (CCL) regulations.
- 5. Provide a Program Manager to supervise child care staff, ensure compliance with Community Care Licensing regulations and operate within the budget agreed upon with the County.
- 6. Accept only residents referred by the existing County Children's Receiving Home staff or Juvenile Probation Department. Contractor may not reject any referral from the County Children's Receiving Home staff and referrals are not to be returned to the County Children's Receiving Home unless there is Agreement by both the Contractor and the County's receiving home staff to do so.
- 7. Provide space within the Tower House Receiving Home for out-posted service providers. (Examples of service providers are the nurse, mental health providers, senior counselors, education liaisons and others that will provide services to Tower House Receiving Home.)
- 8. Operate a county shelter program. The Contractor recognizes that it becomes subject to the case plans of the Juvenile Court by signing this Agreement.
- 9. Administer medications and ensure the continuity of medications to residents.
- 10. Ensure that each resident is enrolled in and attends school.
- 11. Provide transportation for all eligible youth, with an approved Independent Living Skills Plan (ILSP), to ILSP classes and events. In addition, provide transportation to youth to and from school, if needed.

- 12. Work with County Mental Health regarding the Therapeutic Behavior (TBS) program.
- 13. Requests for service can be directed to the Facilities Customer Service email at Facilities_Customer_Service_Center@smcgov.org or 650-363-4444.

Gary Behrens can be contacted at 650-363-1875 if there are issues that can't be resolved through Facilities Customer Service.

14. Be responsible for any damages caused by the residents of Tower House to the facility, daily upkeep, including garbage, and obtaining custodial service for Tower House and any related costs.

County's Responsibilities:

The County will:

- 1. Pay the lease Agreement with GE Capital and the annual maintenance point of service costs to Department of Public Works for Tower House. Total lease costs not to exceed \$12,000. The total annual maintenance point of service costs not to exceed \$12,500. (Maintenance point of service costs refers to the coverage of all maintenance for the Tower House with the exception of maintenance due to damage caused by the residents.)
- 2. Pay for all utilities, automation fees incurred, including telephone usage and networking costs. Pay a fee-for-service at the rates shown below per hour for any maintenance not included in the annual maintenance point of service costs:

Type of Service	Fee per hour
Carpenter	\$95.36
Locksmith	\$94.79
Painter	\$96.00
Stationary Engineer	\$95.92
Utility Worker	\$75.75

Contracted services and materials are billed at actual cost (Rates are subject to change.)

- 3. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
- 4. Be responsible for Intake and referral of program participants. (The existing County Children's Receiving Home will be the focal point of intake.)

- 5. Ensure that any referral to the facility that has an injury or illness is medically cleared by San Mateo County General Hospital prior to entering Tower House.
- 6. Provide an access to Nurse Practitioner via clinic visit that will be available in case of illness or injury and for checkups, health education, staff consultation, making medical and dental appointments.
- 7. Provide educational liaison staff that will be available to work with the children's files, assist with Individualized Educational Plan referral and follow up, and consultation with staff.
- 8. Provide dinner up to 7 days per week. Food will be purchased and delivered through the County Catering Connection.
- 9. Provide Senior Counselors who will:
 - Act as liaisons to Social Worker/Juvenile Probation staff when placement issues arise and when cases require interaction with the Court.
 - Meet at least weekly with Tower House Receiving Home staff.
 - Be available to meet with Tower House residents and referrals.
 - Be available to meet with Placement Social Workers.
- 10. Evaluate with the contractor at a 3 month and 6 month period their change of placement program's ability to meet California Department of Social Services Rates Bureau's standards of reimbursement at 90% occupancy.

July 1, 2012 through June 30, 2013 BUDGET AND PAYMENT SCHEDULE

Budget:

- The cost to the County to have the Contractor operate a "Change of Placement Program" for FY 2012-13 at the Tower House Receiving Home is as shown in Attachment C2 and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted making the County's obligation \$166,681 for FY 2012-13.

Payment:

A. The total Agreement obligation for FY 2012-13 is \$166,681. Monthly invoices shall be sent to:

Marnita Garcia-Fulle County of San Mateo Human Services Agency 1 Davis Drive Belmont, CA 94002

B. The County shall pay Contractor upon receipt and approval of monthly invoices for the **FY 2012-13 as shown below:**

July 1, 2012	\$13,890
August 1, 2012	\$13,890
September 1, 2012	\$13,890
October 1, 2012	\$13,890
November 1, 2012	\$13,890
December 1, 2012	\$13,890
January 1, 2013	\$13,890
February 1, 2013	\$13,890
March 1, 2013	\$13,890
April 1, 2013	\$13,890
May 1, 2013	\$13,890
June 1, 2013	\$13,891
Total	\$166,681

C. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit B.

- D. In no event shall the total exceed **Three Hundred Thirty Three Thousand Three Hundred Sixty Two Dollars (\$333,362)** for the term of the Agreement.
- E. All payments under this Agreement must directly support services specified in this Agreement as referenced as Exhibit A1 and B1 incorporated herein.
- F. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
- G. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- H. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Exhibit C2

Aspiranet EXCELL READINESS CENTER BUDGET JULY 1, 2012 THROUGH JUNE 30, 2012

	Proposed		Wage Parity	
	2012		Subsidy	
EXPENSE CATEGORY				
Payroll				
Program Manager (Salary)				
40+ Hours per week	40			\$18,506
Social Worker	40			9,572
2 CCW III – 40 hr wk	80	21.00	4.99	20,742
CCW I – AM - 56 hr wk	56	17.50	4.99	14,520
CCW I – PM - 56 hr wk	56	17.50	4.99	14,520
CCW I - PM - 96 hr wk	96	17.50	4.99	24,892
CCW I – NS - 96 hr wk	96	17.50	4.99	24,892
Total Payroll	464			127,644
Benefits				25,528
Total Payroll & Benefits				153,172
Administrative Overhead				13,510
Less Occupancy Fee charged				
by County of San Mateo				<1.00>
Total Amount of County of				
San Mateo Obligation				\$166,681

July 1, 2012 through June 30, 2013 PROGRAM MONITORING

Monitoring

The "Change of Placement Program" operated by the Contractor will be monitored on a monthly basis by the Human Services Program Manager. Program integrity will be monitored by:

- Reviews of individual Needs and Services Plans and any modifications to same for all residents;
- Case reviews of any resident who escalates to 602 Ward (602 Ward refers to residents that are under the supervision of probation), is hospitalized for psychiatric reasons or is discharged on an unplanned basis;
- Reviews of individual Runaway Plans as developed, AWOLS and interventions, if any;
- Reviews of any deviations from Discharge/Transfer Policy;
- Reviews of instances of use of emergency restraints;
- Review of unusual Incident Reports; and
- Review of any Resident Complaint Forms.

Fiscal reviews will be held on a quarterly basis and will consider:

- Capacity issues; and
- Any budget issues.

Contractor will prepare and submit to County's Human Services Program Manager an annual report of actual budget costs. This report will be submitted within 90 days after the end of each fiscal year.



LEASE AGREEMENT NO.:

120730

RENEWAL AGREEMENT NO.:

162459

ACCOUNT NO.: CUSTOMER NO.: 825407 377648

RETURN EQUIPMENT TO ModSpace:

Hayward

21201 Cabot Boulevard

Hayward CA 94545

Telephone:

510-785-7800

Fax:

510-785-8041

Modular Space Corporation, a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

County of San Mateo

C/O Human Services Agency

1 Davis Drive BELMONT CA 94002

Customer Contact:

Customer Conta Tolophone:

Telephone:

Fax: P.O. #: Nalini Nath 650 802 5184

650 631 5663 Agreement #74400-10-D-002

Project #: Project Name: San Mateo San Mateo The Equipment will be located at (subject to Section 4 on attached page):

Units: 088343, 088344, 088345, 088346

30 Tower Rd san mateo CA 94402

Unit: 088353

Customer hereby leases Equipment from ModSpace for a minimum period of 12 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. This lease is hereby renewed as of the 30th day of June, 2012.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
088343	MULT	12'	60'	7971263S22064	\$409.40	\$94. 22	\$13.46	\$28, 088
088344	MULT	12'	60'	7970263S22065	\$409.40	\$94. 22	\$13.46	\$24, 005
088345	MULT	12'	60'	7971263S22066	\$409.40	\$94. 22	\$13.46	\$24, 005
088346	MULT	12'	60'	7971263S22067	\$409.40	\$94. 22	\$13.46	\$24, 005
088353	MULT	12'	60'	7971263S22074	\$409.40	\$94. 22	\$13.46	\$23, 926

ONE TIME CHARGES			MONTHLY CHARGES	
RETURN DELIVERY			COMPLEX	
BUILDING RETURN* (Qty: 5)		1 **!		
DISMANTLING				
REMOVE ANCHORS/TIEDOWNS* (Qty: 1)		1 **1		
TEAR DOWN COMPLEX* (Qty: 1)		1 **1		
	Total	00.02		

 COMPLEX
 \$2, 047. 00

 Total
 \$2, 047. 00

 Monthly Property Expense
 \$84. 95

 Sales Tax(Monthly Lease Items)
 \$181. 20

 Grand Total(Monthly)
 \$2, 313. 15

\$67.30

\$471.10

'*' Billed at Termination

#Tax rates will vary with delivery address. Taxes are subject to change by tax authorities without notice.

Sales Tax(One Time)

Grand Total(OneTime)

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

DAILY:

WEEKLY:

\$0.00

\$0.00

Furnishings Such as cabinets, countertops and cubbies may contain par-

ticleboard, which often includes a urea-formaldehyde binder. At your option and expense, we are able to make available to you "no-formaldehyde" furnishings (for instance, metal-based) or "reduced formaldehyde" furnishings (for instance, those that substitute, for parti-

cleboard, phenol-formaldehyde plywood or oriented strand board.)

Nearly all carpeting contains styrene-butadiene rubber("SBR"). When new carpeting is being installed in the modular building being delivered to you, the building should receive a minimum of 72 hours of airing-out time under well ventilated conditions after carpet installation and before you permit occupancy of the building.

A cleaning fee will be assessed if the modular office is not returned in the same condition of which it was delivered.

^{***} Billed at current rate at Termination



LEASE AGREEMENT NO.:

120730

RENEWAL AGREEMENT NO.:
ACCOUNT NO.:

162459

CUSTOMER NO.:

825407 377648

RETURN EQUIPMENT TO ModSpace:

Hayward 21201 Cabot Boulevard Hayward CA 94545

Telephone:

510-785-7800

Fax:

510-785-8041

(please print)

(Continued)

At the end of the lease term, should the lessee decide to terminate this lease and return the modular building back to the lessor, County of San Mateo Department of Public Works agrees to enter into an agreement with the lessor in the amount of \$8,500.00 for the teardown and return charges. However, should the lessee decide to extend the lease at the end of this lease term, dismantle and return charges shall be \$8,500.00 or cost plus 15% markup (whichever higher) at the time of termination.

The attached page contains Terms and Conditions that form an integral part of this Lease. Those terms and conditions include but are not limited to disclaimers

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS OF, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED CREDIT AGREEMENT, DATED AS OF JUNE 6, 2011, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECONDARY SECURITY INTERESTS OF KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, PURSUANT TO THAT CERTAIN FINANCING AGREEMENT, DATED AS OF MARCH 30, 2007, AMONG MODULAR SPACE CORPORATION, FORMERLY KNOWN AS RESUN LEASING, INCORPORATED, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, KKR SCF LOAN ADMINISTRATION, LLC, AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.

US20021216

Form:



TERMS AND CONDITIONS OF LEASE AGREEMENT

1. Lease

This transaction is a lease as defined by the Uniform Commercial Code as enacted in Pennsylvania and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

2. Rental and Other Payments

(a) The start of the lease term is the date on which ModSpace substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental

will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to ModSpace in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges for the Optional Insurance Program and Damage Waiver will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to

ModSpace. All payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes").

Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a controlled on purchase price, value, possession, use, location, rentals, delivery may be a located by may be a

or operation of such Equipment. Taxes may include an allocation(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, ModSpace intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, ModSpace may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by ModSpace.

(d) When the Lease term exceeds eleven (11) months, the rental charge may, at ModSpace's option, be adjusted upward, based upon the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI") (United States Bureau of Labor Statistics or such other index as may succeed the CPI), as follows: For each change of one percent (1%) in the CPI from the CPI as available immediately prior to the start date of this Lease, the rental rate will be adjusted by a factor of one percent (1%). Any adjustments will take effect at six (6) months following the start date of this Lease and will be further adjusted each six (6) months thereafter. The adjustment will be based on the most recent CPI indices available prior to the invoice in which an adjustment is made.

(e) From time to time, at ModSpace's option, ModSpace may add additional costs and expenses, including but not limited to increases in fuel costs and/or other operating costs and expenses ("Additional Operating Costs") to the rental charges and other payments that Customer must pay to ModSpace under this Lease, said Additional Operating Costs will be calculated by ModSpace, in its sole discretion, as a result of increases in ModSpace's costs and expenses.

3 Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Customer. ModSpace ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment. Customer agrees that all certificates of title or registration applicable to the Equipment will reflect ModSpace's ownership of the Equipment.

(c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due(c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to ModSpace with respect to Site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work.

(e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe.

4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of ModSpace. Notwithstanding ModSpace's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. ModSpace will have the right to inspect the Equipment from time to time until the Return Date and if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(d) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Customer's possession, ModSpace may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes.

5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY ModSpace ON THE EQUIPMENT.

6. Limitation of Damages

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.



TERMS AND CONDITIONS OF LEASE AGREEMENT

7. End of Lease

(a) Unless specified otherwise, Customer must give ModSpace sixty (60) days' prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of ModSpace, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as ModSpace declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and ModSpace may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at ModSpace's request at any time this Lease is on a month-to-month basis), ModSpace requests the return of the Equipment, Customer will return the Equipment to ModSpace, within five (5) days, at ModSpace's designated address, at Customer's sole cost. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If Customer is not the first user: (A) if the remaining Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease Charge ("AWLC"); (B) if the remaining MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the remaining MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the remaining MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the remaining MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs") In addition, Customer will pay in full the unpaid Amortized One-Time Costs. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

8. Indemnification

Customer hereby specifically indemnifies, agrees to defend and holds harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because o(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violation of this Lease;

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of ModSpace or the repossession or return of Equipment by ModSpace in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to any Losses whether they are asserted before or after the Return Date.

(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming ModSpace as an additional insured. ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a

result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming ModSpace and Bank of America, N.A. as a loss payee.

(b) Customer will deliver certificates evidencing all such insurance to ModSpace within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Optional Insurance Program or the Damage Waiver Option, Customer will not have to deliver certificates of insurance to ModSpace for the type of risks covered by the Optional Insurance Program or Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.

(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, ModSpace may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to ModSpace.

(d) Obtaining insurance as described above, including the Optional Insurance Program, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

10. Optional Insurance and Damage Waiver

(a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option") or (iii) to elect both options. If the Optional Insurance Program or the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Optional Insurance Program or accept the Damage Waiver Option, then, Section 10(b) will apply if Customer elects to enroll in the Optional Insurance Program and, Section 10(c) will apply if Customer accepts the Damage Waiver Option.

(b) The Optional Insurance Program is fully described in an Outline of Coverage ("the "Outline of Coverage") which Customer has received and reviewed prior to any election to enroll in the Optional Insurance Program. All questions regarding the Optional Insurance Program will be answered by the qualified licensed insurance agent identified in the Outline of Coverage. If Customer properly elects to enroll in the Optional Insurance Program, so long as such coverage is still in full force and effect, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i).

(c) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a)(ii) and Customer will not be liable to ModSpace in excess of \$1,000 per unit of Equipment for loss or damage specified in Section 8(a), except Customer will not be relieved of liability if Customer violates any other provision of this Lease.

THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.

(d) Customer's coverage under the Optional Insurance Program or acceptance of the Damage Waiver Option may be cancelled by either party and rates for coverage under the Optional Insurance Program or fees for the Damage Waiver Option may be changed upon thirty (30) days' prior written notice. If the Optional Insurance Program or Damage Waiver Option is, for any reason, cancelled, Customer will provide to ModSpace evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.

(e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents and, only extends to Equipment installed on ground level.

(f) The Damage Waiver Option will not be binding upon ModSpace unless any loss, damage, injury or claim is reported to ModSpace in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that ModSpace reasonably requests.



TERMS AND CONDITIONS OF LEASE AGREEMENT

11. Default

The occurrence of one or more of the following in clauses (a) - (e) below will constitute an Event of Default under this Lease:

(a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;

(b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;

(c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its

debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and (e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless. Upon the occurrence of an Event of Default, ModSpace will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer hereby grants ModSpace the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment.

(Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to ModSpace on demand all fees, costs and expenses incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in this Lease. If ModSpace retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, ModSpace is authorized to take possession of such other property, goods or things and hold the same for Customer's sole cost, either in ModSpace's possession or in public storage, at ModSpace's sole discretion.

12. ModSpace' Right To Cure

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, ModSpace will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts ModSpace may hold as prepayments or deposits for ModSpace liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, ModSpace will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than ModSpace, without the prior written consent of ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on ModSpace unless signed by an authorized officer of ModSpace. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws.

🗆 Damage Walver Program This program satisties the lease requirements for

Commercial Property Insurance.



Contractual Insurance Requirements for Mobile and Modular Buildings (US ONLY)

Per Section 9(a) of the Modular Space Corporation lease agreement, you must provide insurance for all units leased from Modular Space Corporation with the following coverage:

- 1. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written in an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Modular Space Corporation as an additional
- 2. Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightening, theft, flood, windstorm, explosion or any other casualty, naming Modular Space Corporation and Bank of America, N.A. as a loss payees.

Please Indicate how you will be meeting the Modular Space Corporation lease requirements and send back with lease documents:

OPTION 1 - select one or both of the ModSpace's convenient and cost-effective programs:

🗆 Commercial General Liability Program

This program satisfies the lease requirement for Commercial General

Liability Insurance.	Commercial Property Insurance.				
Under this program, you receive insurance coverage offered by American Southern insurance Co and administered by Alten Insurance Group. The insurer will defend you and pay those amounts that you are legally obligated to pay due to budily injury and property damage arising from the proper use and occupancy of a modular unit leased from Modular Space Corporation up to the policy limits. Steps, stairs, and ramps are also covered when they are used in connection with a modular unit leased from Modular Space Corporation. An outline of cover is available upon request. Coverage is subject to underwriting and specific terms and conditions set forth in your policy.	With this program we waive, for a fee, (a) your obligation under the Lease agreement to carry Commercial Property Insurance and (b) your liability to us for repair or replacement of the building structure for loss or damage as specified in Section 9(a)(ii) of the Lease Agreement. The waiver is effective only if the Lease does not violate any other provision of the Lease Agreement. You will remain liable to us for the list \$1000 of damage per unit. This waiver is not insurance coverage.				
OPTION 2 - 1 will be providing my own insurance for the leased units:					
Wi (the lessee) have insurance in accordance with Section 9 of the lease agreement with respect to all requirements except as elected in Option 1 above. I will deliver a certificate of insurance no later than 14 days after equipment delivery as required by Section 9(b) of the lease agreement. If I fail to deliver the insurance certificate within the 14 days I understand that Modular Space Corporation has the right to impose an insurance processing fee as well as an uninsured lessee fee as outlined in section 9(c) of the lease agreement: Agency Name: Agency Name: Agency Address: I (0) O MILL B VI. #325 Agency Phone #: (15) 932 - 42-60) Will Creek CA 9459 Agency Fax #:					
Muza Atell Faiza Steere 5/23/12					
XSignature Of Lessee Print Name Date					
Lease Agreement Number Uni	stomer Number 1 Number(e): 1(a):Sphal Number				