

## CONSENT TO SUBLEASE

THIS AGREEMENT, made as of the latest date of execution set forth below, among THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ("Landlord"), Monterey County Business Council, a non-profit 501(c)(6) Business League ("Tenant"), and County of Monterey ("Subtenant"), a political subdivision of the State of California.

### RECITALS:

A. Tenant, is the tenant under that certain Lease, dated as of July 29<sup>th</sup>, 2015 (such Lease may hereafter be amended, the "Lease"), between Monterey County Business Council as Tenant and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as Landlord, pursuant to which Landlord is providing to Tenant space in Suite 102 (the "Premises") of the building located at 3180 Imjin Road, Marina, California, 93933 (the "Building").

B. Tenant has requested that Landlord consent to the subleasing by Tenant to Subtenant pursuant to that certain Sublease, dated as of \_\_\_\_\_, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Sublease"), of 480 rentable square feet of space within the Premises (the "Sublet Space"), which Sublet Space is a portion of the entire Premises leased to Tenant under the Lease, on the terms and conditions set forth in the Sublease.

NOW, THEREFORE, Landlord hereby consents to the subleasing of the Sublet Space by Tenant to Subtenant pursuant to the Sublease, subject to and upon the following terms and conditions, to each of which Tenant, Subtenant and Landlord hereby expressly agree:

1. Sublease Subordinate. The Sublease is and shall be, subject and subordinate at all times to the Lease and to all of the provisions of the Lease (including, but not limited to, the rules and regulations which are a part thereof) and this Agreement, and Tenant and Subtenant shall not do, permit or suffer anything to be done in, or in connection with Subtenant's use or occupancy of, the Sublet Space which would violate any of said provisions.

2. No Ratification of Sublease. Nothing contained in this Agreement shall operate as a consent or approval or ratification by Landlord to or of any of the provisions of the Sublease or as a representation or warranty by Landlord. Landlord shall not be bound or estopped in any way by the provisions of the Sublease.

3. No Modification of Lease: Lease Ratified. Nothing contained in this Agreement shall be construed to (a) modify, waive, impair or affect any of the provisions, covenants, agreements, terms or conditions contained in the Lease, (b) waive any present or future breach or default under the Lease or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance of the Lease, or (c) enlarge or increase Landlord's obligations or Tenant's or Subtenant's rights under the Lease or otherwise; and all provisions, covenants, agreements, terms and conditions of the Lease are hereby declared by Tenant and Subtenant to be in full force and effect.

4. Tenant to Remain Liable.

(a) Neither the Sublease nor Landlord's consent under this Agreement shall release or discharge Tenant from any liability or obligation under the Lease, and Tenant shall be and remain liable and responsible for the due keeping, and full performance and observance, of all of the provisions, covenants, agreements, terms and conditions set forth in the Lease on the part of Tenant to be kept, performed and observed with the same force and effect as though the Sublease had not been made, including, without limitation, the payment of the fixed rent, additional rent and other charges payable by Tenant under the Lease. Any breach or violation by Subtenant of any provision of the Lease (whether by act or by omission) shall be deemed to be, and shall constitute, a default by Tenant in fulfilling such provision, and, in such event, Landlord may exercise its rights and remedies to the extent provided under the Lease in the case of such a default. In addition, any breach or violation of any provision of this Agreement (whether by act or by omission) by Tenant or Subtenant shall be deemed to be and shall constitute a default by Tenant under the Lease, and, in such event, Landlord may exercise its rights and remedies under the Lease in the case of such a default.

(b) Without limiting the generality of Section 4(a), Tenant and Subtenant shall be jointly and severally liable for all bills rendered by Landlord under the Lease for charges incurred by or imposed upon Tenant and/or Subtenant for services rendered and materials supplied to the Sublet Space by Landlord from and after the commencement date of the Sublease, whether requested by Tenant and/or Subtenant.

5. No consent to Future Assignment or Subletting. Landlord's consent under this Agreement is not applicable to or assignable or transferable in connection with any further or other subletting or assignment by Tenant or Subtenant and is not, and shall not be construed as, a consent by Landlord to any assignment, reassignment, further or other subletting, or other transfer by Tenant or Subtenant. The Lease shall not be assigned, reassigned, transferred, surrendered, renewed or extended, nor shall the Premises or any part thereof be sublet or sub-sublet, respectively, without full compliance with the terms and provisions of the Lease and, where required, the prior written consent of Landlord thereto in each instance. The Sublease shall not be assigned, reassigned, transferred, renewed or extended, nor shall the Sublet Space or any part thereof be further sublet or sub-sublet, respectively, without the prior written consent of Landlord thereto in each instance, which consent may be granted or withheld by Landlord in accordance with the terms of the Lease. If the Sublease is assigned by Subtenant, Subtenant, the assignee and all future assignees shall remain jointly and severally liable for the full performance of the terms and conditions of the Sublease and this Agreement.

6. Representations and Warranties.

(a) Tenant and Subtenant each represent and warrant to Landlord that the copy of the Sublease attached hereto is a true and correct copy thereof and that the Sublease has not been amended, changed or modified. Notwithstanding anything to the contrary contained in the Lease, Tenant and Subtenant shall not, without the prior

written consent of Landlord in each instance, execute any amendment, change or modification of the Sublease.

(b) Tenant represents that, to the best of Tenant's knowledge, as of the date hereof (i) Landlord is not in default in the performance of any of Landlord's obligations under the Lease, and (ii) any payments required to be made by Landlord to Tenant under the Lease and which are currently due and owing have been made.

(c) Tenant and Subtenant each represent and warrant to Landlord that any information supplied to Landlord by or on behalf of or relating to Subtenant in connection with obtaining Landlord's consent pursuant to this Agreement (including, without limitation, all summaries, financial statements, notices, and other documents) is true and complete. Tenant and Subtenant each represent and warrant that no consideration has been or will be paid by Subtenant for or in connection with the Sublease or the sale or rental of any furniture, furnishings, fixtures or improvements in the Sublet Space that has not been disclosed in the Sublease. Also, Tenant and Subtenant each represent and warrant to Landlord that other than the Sublease, there are no other agreements (written or oral) between them relating to the Sublease, or the use or occupancy of the Sublet Space or the furniture, furnishings, fixtures, or improvements therein.

(d) The representations and warranties contained in this Section 6 made by Tenant and Subtenant, respectively, shall be deemed incorporated in the Lease, and the inaccuracy of any of such representations and warranties shall constitute a default under the Lease, entitling Landlord to exercise any or all of the remedies for default provided therein or otherwise available at law or in equity.

7. End of Term. Upon the expiration or termination of the term of the Lease during the term of the Sublease by reason of condemnation or eminent domain or destruction by fire or other cause, or if the Lease expires or is earlier terminated for any other reason or is surrendered by Tenant to Landlord, then (notwithstanding anything to the contrary contained in the Sublease) (i) the Sublease and term thereof shall expire and come to an end as of the effective date of such expiration, termination or surrender, and Subtenant shall vacate the Sublet Space no later than such date, and if Subtenant does not so vacate, Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant holding over after the expiration of a term, or (ii) Landlord, at its sole option and without being obligated to do so, may require Subtenant to attorn to Landlord in which event Landlord shall undertake the obligations of Tenant under the Sublease from the time of the exercise of said option, but Landlord shall not be liable for any prepaid rents nor any security deposit paid by Subtenant, nor shall Landlord be liable for any other defaults of Tenant under the Sublease except for continuing defaults under the Sublease after Landlord undertakes the obligations of Tenant thereunder.

8. Limitation of Landlord's Liability. Anything contained in the Lease or the Sublease to the contrary notwithstanding, in the event that Landlord or a successor Landlord shall become sublandlord under the Sublease, Landlord and such successor Landlord shall have no obligation, nor incur any liability, beyond Landlord's or successor Landlord's then interest in the Building (and the net sales and net financing proceeds and profits thereof, but not

insurance and condemnation proceeds (other than such excess insurance and condemnation proceeds as may remain following a restoration)), and Subtenant and Tenant shall look exclusively to such interest of Landlord or such successor Landlord in the Building (and the net sales and net financing proceeds and profits thereof, but not insurance and condemnation proceeds (other than such excess insurance and condemnation proceeds as may remain following a restoration)) for the payment and discharge of any obligations imposed upon Landlord hereunder or under the Sublease, and Landlord and such successor Landlord are hereby released or relieved of any other liability hereunder or under the Sublease. Subtenant and Tenant each agree that, with respect to any money judgment which may be obtained or secured against Landlord or such successor Landlord, Subtenant and Tenant, as the case may be, shall look solely to the estate or interest owned by Landlord or such successor Landlord in the Building (and the net sales and net financing proceeds and profits thereof, but not insurance and condemnation proceeds (other than such excess insurance and condemnation proceeds as may remain following a restoration)), and neither Subtenant nor Tenant shall collect or attempt to collect any such judgment out of any other assets of Landlord or such successor Landlord.

9. Landlord May Collect Rent and Other Charges From Subtenant. In the event that Tenant shall be in default under the Lease beyond any applicable notice and cure period and Landlord gives notice of any such default to Subtenant (which Landlord shall have no obligation to give), then, from the date upon which Landlord gives such notice to Subtenant until such time as Landlord rescinds said notice, Subtenant shall make all payments of fixed rent and additional rent/charges due under the Sublease directly to Landlord by unendorsed check made payable solely to Landlord at the address designated by Landlord in said notice. Any such payments shall be credited, upon collection only, by (i) Landlord against any sums due Landlord by Tenant under the Lease in such manner and in such order as Landlord may elect, in its sole discretion, and (ii) Tenant against any sums due Tenant by Subtenant under the Sublease. Tenant hereby authorizes payment by Subtenant to Landlord pursuant to this Section 9. Landlord may exercise its rights under this Section 9 on one or more occasions, and from time to time, as often as Landlord desires, and the rights granted to it hereunder shall apply in each event of default by Tenant under the Lease. This Section 9 shall in no event limit or impair other rights and remedies which may be available to Landlord as a result of any such default by Tenant. The acceptance of any such payments from Subtenant shall not be deemed an acceptance of Subtenant as tenant under the Lease or an attornment to Landlord under the Sublease nor shall it release Tenant from any of its obligations under the Lease.

10. Landlord's Costs. Tenant covenants and agrees to deliver to Landlord contemporaneously with the delivery of this Agreement to Landlord, a check or checks, subject to collection, made payable to the order of Landlord and/or Landlord's counsel, as directed by Landlord, in a sum equal to all actual out-of-pocket costs (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in connection with the effectiveness of Landlord's consent to the Sublease, and the validity and enforceability of this Agreement is expressly conditioned upon the delivery of said check(s) and the collection thereof.

11. No Brokers. Tenant and Subtenant each, jointly and severally, defends, indemnifies and holds harmless Landlord from and against any and all (a) claims of and liabilities to any broker(s), finder(s) and/or any other person(s) regarding fees or commissions alleged to be due as a result of the granting of this consent and/or the execution of the Sublease, and (b) loss, cost, expense or damage suffered by Landlord relating to any such claims and liabilities.

12. Notices. All notices, demands, consents, approvals, advices, waivers or other communications which may or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been given (a) three (3) Business Days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, or (b) one (1) Business Day after being sent by a nationally recognized overnight courier, or (c) on the date of delivery if delivered via commercial hand delivery service (unless such date is a weekend or holiday, in which event such notice shall be deemed given on the next succeeding Business Day), and in each case addressed to the party to be notified at the address for such party specified below or to such other place as the party to be notified may from time to time designate by at least 5 days' notice to the notifying party (a) in the case of each notice to Landlord, to Landlord's address specified in the first paragraph of this Agreement, (b) in the case of each notice to Tenant, to Tenant's address specified in the first paragraph of this Agreement and (c) in the case of each notice to Subtenant, to Subtenant's address specified in the first paragraph of this Lease. Notices from either party may be given by their respective attorney.

13. Real Property Tax Exemption. Landlord specifically calls to Subtenant's attention the fact that this Sublease may create a possessory interest subject to property taxation, and Subtenant may be subject to property tax levied on such interest. Subtenant alone shall pay such tax. If the right is given to pay any of the taxes, assessments or other impositions which Subtenant is herein obligated to pay either in one sum or in installments, Subtenant may elect either mode of payment.

14. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of California.

(b) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof.

(c) This Agreement may not be changed, modified, terminated or discharged unless such change, modification, termination or discharge is in writing and signed by all parties hereto.

(d) In case of any conflict between the provisions of the Lease and the provisions of the Sublease, the provisions of the Lease shall prevail unaffected by the Sublease. In case of any conflict between the provisions of this Agreement and the provisions of the Sublease, the provisions of this Agreement shall prevail unaffected by the Sublease.

(e) Each right and remedy of Landlord provided for in this Agreement or in the Lease shall be cumulative and shall be in addition to every other right and remedy provided for therein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies so provided for or existing shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies so provided for or so existing.

(f) If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(g) This Agreement shall inure to the benefit of and be binding upon (i) Tenant and any permitted successor or assignee of Tenant, (ii) Subtenant and any permitted successor or assignee of Subtenant and (iii) Landlord and its successors and assigns, including any purchaser of the Building.

(h) This Agreement shall not be effective until executed by each of Landlord, Tenant and Subtenant.

(i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the latest date set forth below.

Landlord:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
A California Corporation

By: Alisa Akoon

Title: Director, Real Estate Office

Date: 12-4-2015

Tenant:

Monterey County Business Council, a non-profit 501(c)(6) Business League

By: B. E. Tughr

Title: Executive Director

Date: December 3, 2015

Subtenant:

County of Monterey ("Subtenant"), a political subdivision of the State of California

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBLEASE AGREEMENT**

THIS SUBLEASE ("Sublease") is made by and between **Monterey County Business Council, a non-profit 501 (c) (6) Business League**, ("SUBLESSOR") and the **COUNTY OF MONTEREY**, a political subdivision of the State of California ("SUBLESSEE"), for the **Monterey County Workforce Development Board**. SUBLESSOR and SUBLESSEE hereby agree as follows:

**ARTICLE 1 - PREMISES**

1.1 **Description:** SUBLESSOR hereby subleases to SUBLESSEE a portion of the real property and appurtenances situated at **3180 Imjin Road, Marina California, Suite 102** (the "Building") and described as follows: General offices consisting of approximately **480** rentable square feet of space, located on the 1st floor of the Building ("the Premises"), as designated in **EXHIBIT A1 – DESCRIPTION OF PREMISES**

1.2 **Common Areas:** SUBLESSEE shall also have the non-exclusive right to use any and all common areas (e.g., entrances, lobbies, corridors, hallways, and similar) appurtenant to the Premises.

1.3 **Parking Areas:** SUBLESSEE shall be provided with 4 non-exclusive parking spaces, as described in Exhibit A2, throughout the Sublease Term at no extra cost.

1.4 **Compliance with the "Americans with Disabilities Act of 1990" (ADA):** SUBLESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA requirement.

1.5 **Compliance with "No Smoking Law" (2003 Assembly Bill 846):** SUBLESSOR shall ensure that the Premises and the Common Areas are operated in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended.

1.6 **Area of the Premises:** Exclusive use of one (1) office and two (2) work stations of approximately 480 square feet located in The MBEST Center, 3180 Imjin Rd, Suite 102, Marina, California 93933 and shared use of the lobby adjacent to Suite 102, and shared use of appurtenant common areas.

1.7 **Masterlease:** SUBLESSOR is subject to the conditions in the lease dated **July 29, 2015**, as may be amended from time to time, by and between **The Regents of The University of California**, a California Corporation as (LESSOR), and the **Monterey County Business Council** a non-profit 501(c) (6)Business League (SUBLESSOR) (the "Masterlease"). The Masterlease requires consent by LESSOR to any sublease, which consent has been provided by LESSOR.

**ARTICLE 2 - TERM**

The term of this Sublease shall be for **eight (8) months**, commencing **December 1, 2015** and ending **July 31, 2016**. Any holding over by the SUBLESSEE after the expiration of the Sublease Term will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Sublease.

**ARTICLE 3 - RENT**

SUBLESSEE shall pay to SUBLESSOR, as monthly rent for the Premises, the sum of **Eight Hundred and Thirty Dollars and 00/100 (\$830.00)**, payable on or before the first day of each month. SUBLESSEE shall commence rental payments upon occupancy ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the Monthly Rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Monthly Rent shall be payable to SUBLESSOR at the address specified in ARTICLE 6 or at such other address as SUBLESSOR may



from time to time designate in writing. Monthly Rent is inclusive of all maintenance, repair, janitorial and other associated costs, fees, and taxes associated with SUBLESSEE's use of the Premises and no other sum is due from SUBLESSEE to SUBLESSOR.

**ARTICLE 4 --RENT ADJUSTMENT**

If SUBLESSOR extends the term of the Masterlease, and if SUBLESSEE holds over or otherwise seeks to extend the term of this SUBLEASE, adjustment of rent shall be pursuant to Addendum 3, Rent Adjustments of the Master Lease.

**ARTICLE 5 - TERMINATION**

SUBLESSOR and SUBLESSEE shall have the right to terminate this Sublease for any reason, or for no reason, upon no less than thirty (30) days' prior written notice to the other party.

**ARTICLE 6 - NOTICES**

Notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

To SUBLESSOR: Monterey County Business Council  
c/o Executive Director  
P.O. Box 2746  
Monterey, California 93942

To SUBLESSEE: County of Monterey  
Department of Public Works, Real Property  
c/o Real Property Specialist  
855 East Laurel Drive, Building C  
Salinas, California 93905  
Phone: 831-755-4855 Fax 831-755-4688  
Email: fulgonib@co.monterey.ca.us

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to: Workforce Development Board  
c/o WDB Director  
730 La Guardia Street, 2nd Floor  
Salinas, California 93905

Rent payments to SUBLESSOR shall be made to (need not be sent certified) **Monterey County Business Council**, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its mailing address or correspondence information.

SUBLESSOR or SUBLESSOR'S designated property management company shall be available to SUBLESSEE by phone during regular business hours, and for emergencies after hours and weekends. SUBLESSOR or SUBLESSOR'S designated property management company shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. Emergency answering service phone number for SUBLESSOR is 831-402-2165.

SUBLESSEE shall be available to SUBLESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. SUBLESSEE shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or

maintenance/service companies in event of an emergency. Emergency answering service phone number for SUBLESSEE is 831-212-0378 (Public Works Facilities after hours "on call" staff).

#### **ARTICLE 7 - USE**

SUBLESSEE is a service provider who works with private and public partners to educate, train and provide individuals with the necessary skills to fulfill employer needs. The Premises are subleased to the SUBLESSEE for the purposes of conducting training and outreach.

#### **ARTICLE 8 - SIGNS AND FIXTURES**

SUBLESSEE may place such signs and advertisements upon the Premises as SUBLESSEE may desire, subject to approval by the SUBLESSOR which consent shall not be unreasonably withheld. At the expiration of the term of this Sublease, or any renewal or extension of this Sublease, SUBLESSEE will remove any signs and will repair any damage caused by such removal.

#### **ARTICLE 9 - SERVICES AND UTILITIES**

Services and utilities for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT B – SUMMARY OF SERVICES AND UTILITIES**, attached and incorporated by reference. If SUBLESSOR fails to furnish any of these services and utilities within fifteen (15) days after written notice, SUBLESSEE may furnish the same and may deduct these amounts from rent due to SUBLESSOR.

#### **ARTICLE 10 - REPAIR AND MAINTENANCE**

10.1 ***SUBLESSOR and SUBLESSEE Obligations:*** Repair and maintenance responsibilities of SUBLESSOR and SUBLESSEE are set forth in **EXHIBIT C – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**, attached and incorporated by reference.

10.2 ***Failure of SUBLESSOR to Make Repairs:*** If SUBLESSOR fails to maintain the Premises or make repairs within fifteen (15) days after written notice, SUBLESSEE may perform such maintenance or make such repairs at its expense and deduct these costs thereof from rent due to SUBLESSOR.

10.3 ***Emergency Repairs:*** SUBLESSOR agrees to perform emergency repairs to the Premises and common areas with the utmost urgency. An emergency repair is a repair that is necessary to protect health and safety of persons or public property or to save the building's integrity. SUBLESSEE will make a diligent effort to contact SUBLESSOR before it uses responsible judgment to contact the appropriate vendor identified in **EXHIBIT D – SERVICE CONTACT LIST**, attached incorporated by reference, to perform emergency repairs.

#### **ARTICLE 11 - ALTERATIONS, MECHANICS' LIENS**

11.1 ***Alterations:*** No alterations or improvements shall be made to the Premises by SUBLESSEE without the prior written consent of SUBLESSOR, which consent shall not be unreasonably withheld.

11.2 ***Condition at Termination:*** Upon termination of this Sublease, SUBLESSEE shall return the Premises in the same condition as when delivered, reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by SUBLESSOR, excepted.

#### **ARTICLE 12 - ENTRY BY SUBLESSOR**

SUBLESSEE shall permit LESSOR and SUBLESSOR and their agents to enter the Premises, with

reasonable advance notice (except in the case of emergency that threatens the integrity of the building), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of SUBLESSEE'S business.

### **ARTICLE 13 - INSURANCE AND INDEMNIFICATION**

SUBLESSEE shall indemnify and hold harmless the SUBLESSOR from and against any and all claims and demands, whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and to the extent arising out of the use of the Premises by the SUBLESSEE, excepting however, such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the SUBLESSOR.

SUBLESSEE shall maintain public liability and property damage coverage or program of self-insurance with liability limits of not less than \$1,000,000 for injury or death to one or more persons and property damage limits of not less than \$50,000 per occurrence insuring against all liability of SUBLESSEE, and its authorized representatives arising out of and in connection with SUBLESSEE'S use or occupancy of the Premises.

SUBLESSOR shall indemnify, defend and hold harmless the SUBLESSEE from and against any and all claims and demands, whether for injuries to persons or loss of life, or damage to property, to the extent arising out of acts or omissions of the SUBLESSOR, excepting however, such claims and demands, whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the SUBLESSEE.

SUBLESSOR agrees that it will keep insured against loss or damage by fire, at full replacement value, the Building, which insurance shall be, at a minimum, comparable to the coverage and amounts of insurance that are carried by reasonably prudent landlords of comparable buildings in the city of which the Premises is located.

### **ARTICLE 14 – CONFIDENTIALITY OF SUBLESSEE'S SERVICES/CLIENTS**

SUBLESSOR recognizes that SUBLESSEE'S services, client identities, and records relate to a confidential relationship between the SUBLESSEE and its clients. SUBLESSOR agrees that it will not release or divulge such confidential identities, information, or records. SUBLESSEE will maintain confidential items in a locked environment and will shred any confidential items before disposing of them in trash receptacles. **SUBLESSOR and SUBLESSEE shall consider the entire Premises a locked environment.**

### **ARTICLE 15 - DESTRUCTION**

If the Premises are totally partially destroyed by fire or other casualty, either party may terminate this Sublease immediately by giving notice to the other party. Where destruction is partial, and where repairs enabling SUBLESSEE to occupy and use the Premises as intended are possible within what SUBLESSEE concludes in its sole discretion is a reasonable amount of time, the parties may, by mutual agreement, provide for reduced or no rent during the time the Premises are not usable or are undergoing repairs.

### **ARTICLE 16 - DEFAULT BY SUBLESSEE**

16.1 **Default:** SUBLESSEE shall be in default of this SUBLEASE if any of the following events occur:

- a. Nonpayment of rent for a period of thirty (30) days after written notice from SUBLESSOR to SUBLESSEE, or
- b. Failure to perform or observe any other covenant required under this Sublease for a period of thirty (30) days after written notice from SUBLESSOR to SUBLESSEE.

16.2 **Remedies:** If SUBLESSEE fails to cure a default within thirty (30) days after written notice,

SUBLESSOR shall have the option to terminate this Sublease, in addition to such other legal remedies as may be available.

#### **ARTICLE 17 - DEFAULT BY SUBLESSOR**

17.1 ***Default:*** SUBLESSOR shall be in default of this Sublease if SUBLESSOR fails to perform any of its obligations under this Sublease within a reasonable time, but in no event later than thirty (30) days after written notice by SUBLESSEE to SUBLESSOR, specifying wherein SUBLESSOR has failed to perform such obligations.

17.2 ***Remedies:*** If SUBLESSOR fails to cure a default within thirty (30) days after written notice, SUBLESSEE shall have the option to terminate this Sublease, in addition to such other legal remedies as may be available.

#### **ARTICLE 18 - QUIET POSSESSION**

SUBLESSEE shall peaceably and quietly hold and enjoy the Premises, without suit, trouble or hindrance from SUBLESSOR.

#### **ARTICLE 19 - MISCELLANEOUS PROVISIONS**

19.1 ***Amendment:*** This Sublease may be amended or modified only by an instrument in writing signed by SUBLESSEE and SUBLESSOR.

19.2 ***Time is of the Essence:*** Time is of the essence of in each and all of the provisions of this Sublease.

19.3 ***Invalidity:*** The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision.

19.4 ***Authority:*** Any individual executing this Sublease on behalf of SUBLESSEE or SUBLESSOR represents that he or she has the requisite authority to enter into this Sublease on behalf of such party and to bind the party to this Sublease.

19.5 ***Interpretation of Conflicting Provisions:*** In the event of inconsistency between the provisions of this Sublease and any attached exhibit, the provisions of this Sublease prevail and control.

19.6 ***Headings:*** The headings in this Sublease are for convenience only and shall not be used to interpret the terms of this Sublease.

19.7 ***Governing Law:*** This Sublease shall be governed by and interpreted under the laws of the State of California. Any litigation arising under this SUBLEASE shall be venued in the Superior Court of California in Monterey County.

19.8 ***Construction of Sublease:*** SUBLESSEE and SUBLESSOR agree that each party has fully participated in the review of this Sublease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Sublease.

19.9 ***Counterparts:*** This Sublease may be executed in two 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Sublease.

19.10 ***Integration:*** This Sublease, including the exhibits, represents the entire agreement between SUBLESSEE and SUBLESSOR with respect to the subject matter of this Sublease and shall supersede all prior negotiations, representations or agreements, either written or oral, between SUBLESSEE and SUBLESSOR as of the effective date of this Sublease, which is the date that SUBLESSEE signs this Sublease.

IN WITNESS WHEREOF, the SUBLESSOR and SUBLESSEE have executed this Sublease on the date set forth beneath their respective signatures below.

**SUBLESSEE: (County of Monterey)**

**APPROVED AS TO FORM & LEGALITY:  
(Office of the County Counsel)**

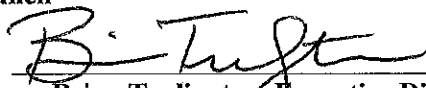
By: \_\_\_\_\_  
Michael R. Derr, Contracts/Purchasing Officer

By: \_\_\_\_\_  
Rebecca M. Cenicerros, Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

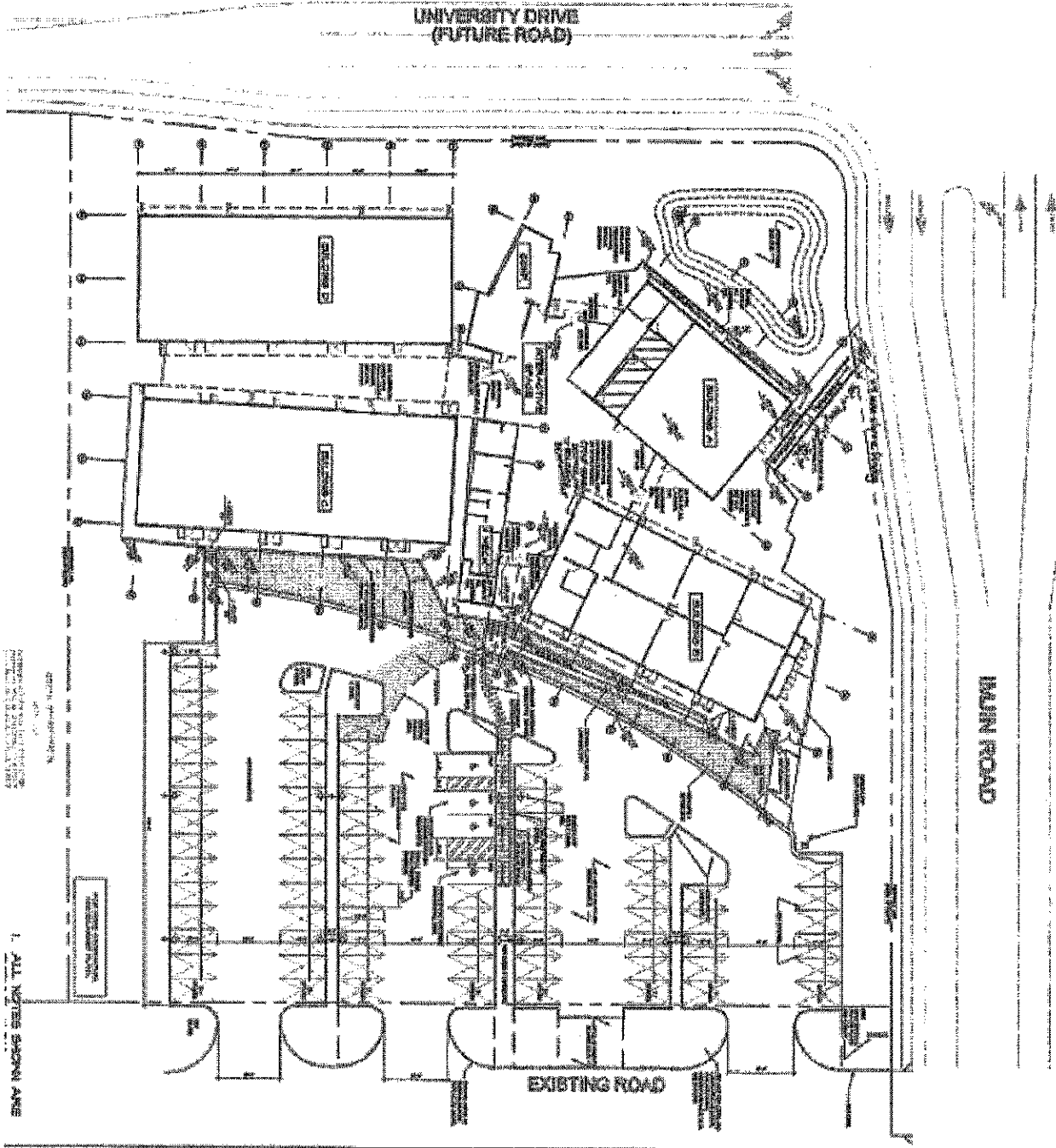
**SUBLESSOR: Monterey County Business  
Council**

By:   
Name: **Brian Turlington, Executive Director**

Date: November 24, 2015

# EXHIBIT A1

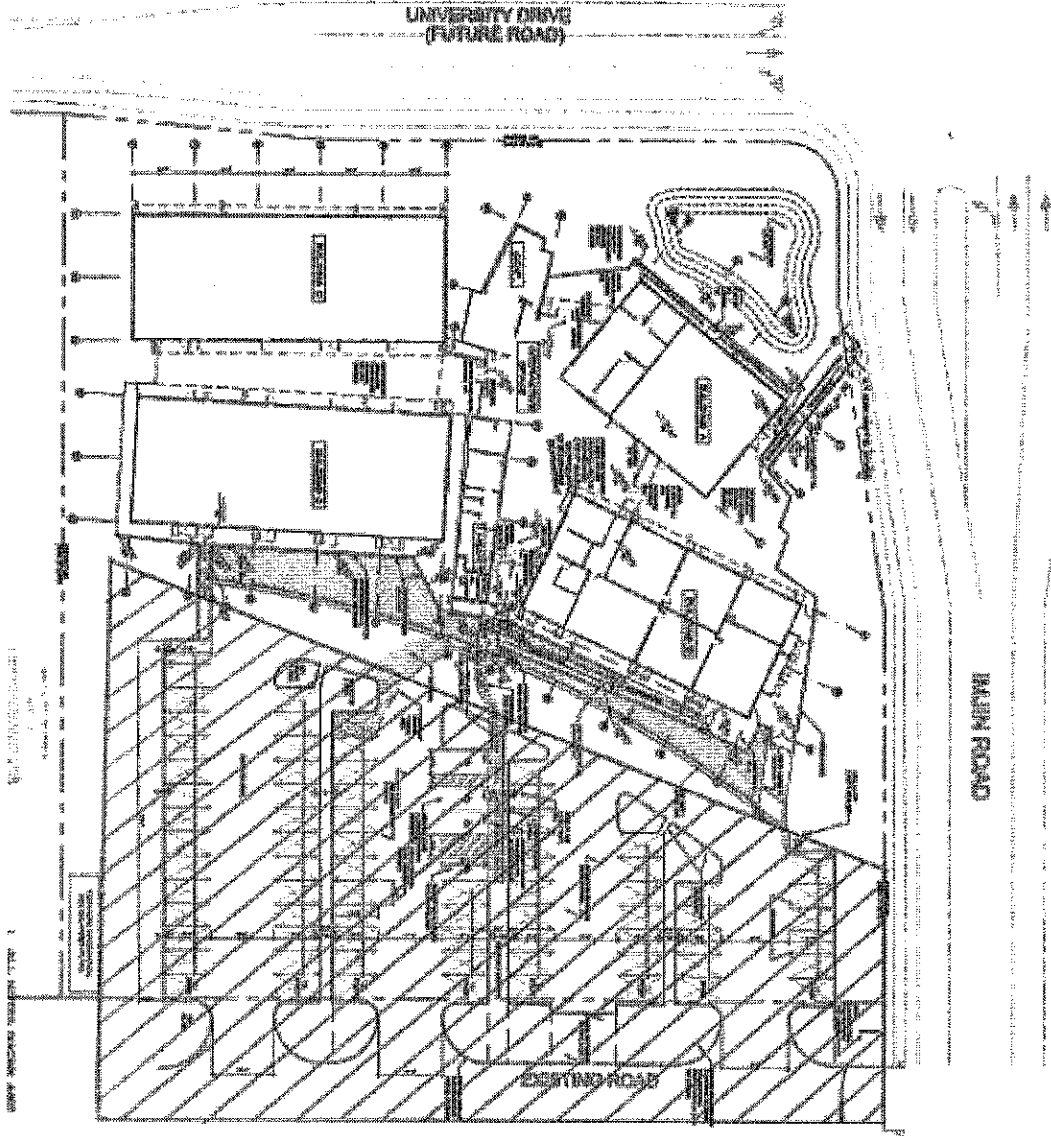
## DESCRIPTION OF PREMISES



<p style="writing-mode: vertical-rl; transform: rotate(180deg);">SITE PLAN &amp; HORIZONTAL CONTROL</p>	<p><b>U.C. Monterey Bay</b> education, science, and technology center</p> <p> Premises</p>	<p><b>David Baker</b> architects</p> <p>1000 MARINA DRIVE MONTEREY, CA 93940 TEL: (408) 941-1000 FAX: (408) 941-1001</p>
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# EXHIBIT A2

## PARKING PLAN



SITE PLAN & CONCEPTUAL CONTROL	U.C. Monterey Bay education, science, and technology center		DATE: 10/1/00

*All Existing Parking*

## EXHIBIT B

### SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of SUBLESSOR and SUBLESSEE for the proposed use of the Premises:

	N/A	SUBLESSOR	SUBLESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises (not in common area)	X		
Provide adequate custodial service for the interior of the Premises		X	
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in ARTICLE 1.2 (including steam cleaning or pressure washing sidewalks)		X	
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit G		X	
Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit F		X	
Professionally clean interior windows as indicated in Exhibit G		X	
Professionally clean exterior windows as indicated in Exhibit G		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for exterior of Premises		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide adequate intrusion/security alarm systems monitoring	X		
Provide adequate patrolled security guard service (to common area only, from 6 am to 9 pm M-F, and 7 am to 4 pm on Sat.) (Subject to change with mutual written consent)	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of back up generator	X		
Provide adequate gas utility service as per ARTICLE 13		X	
Provide adequate electric utility service as per ARTICLE 13		X	
Provide adequate water utility service as per ARTICLE 13		X	
Provide adequate telephone and data service (including connection charges) (2 Lines)		X	



## EXHIBIT C

### SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of SUBLESSOR and SUBLESSEE for the proposed use of the Premises:

	N/A	SUBLESSOR	SUBLESSEE
Common Areas		X	
Foundations and Floor Slabs		X	
Elevators and/or Dumb Waiters		X	
Exterior and Bearing Walls		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots		X	
Ceilings (damage due to roof leaks only)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)	X		
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including sewer and drain stoppages, and fixtures)		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X	
Interior Walls		X	
Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible)		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary and with the understanding that SUBLESSEE pays for moving office furniture and equipment).		X	
Base and/or Moldings (including replacement if deemed necessary)		X	
Appliances (excluding common area)		X	
Communication Systems & Service Charges (data/telephone cabling, connections and equipment)		X	

**EXHIBIT D****SERVICE CONTACT LIST (Page 1 of 2)**

<b>Item</b>	<b>Contact</b>	<b>Number</b>
Electrical	Barbara Moore	<u>831-402-2165</u>
Exterior Door and Hardware	Barbara Moore	<u>831-402-2165</u>
Flooring	Barbara Moore	<u>831-402-2165</u>
Fire Sprinkler System	Barbara Moore	<u>831-402-2165</u>
Fire Extinguisher Servicing	Barbara Moore	<u>831-402-2165</u>
Fire Alarm	Barbara Moore	<u>831-402-2165</u>
Heating & Air Conditioner	Barbara Moore	<u>831-402-2165</u>
Interior Door and Hardware	Barbara Moore	<u>831-402-2165</u>
Janitorial for common areas	Barbara Moore	<u>831-402-2165</u>
Janitorial for the Premises	Barbara Moore	<u>831-402-2165</u>
Landscape Maintenance	Barbara Moore	<u>831-402-2165</u>
Light Bulbs & Fluorescent Tubes	Barbara Moore	<u>831-402-2165</u>
Locksmith	Barbara Moore	<u>831-402-2165</u>
Painting	Barbara Moore	<u>831-402-2165</u>
Pest Control	Barbara Moore	<u>831-402-2165</u>
Parking Lot Repair	Barbara Moore	<u>831-402-2165</u>
Parking Lot Sweeping	Barbara Moore	<u>831-402-2165</u>
Plumbing	Barbara Moore	<u>831-402-2165</u>
Roofing System	Barbara Moore	<u>831-402-2165</u>
Roof Gutters & Downspouts	Barbara Moore	<u>831-402-2165</u>
Sewer & Drain Cleaning	Barbara Moore	<u>831-402-2165</u>
Utility (Gas & Electric)	Barbara Moore	<u>831-402-2165</u>
Utility (Telephone)	Barbara Moore	<u>831-402-2165</u>
Utility (Water)	Barbara Moore	<u>831-402-2165</u>
Waste Disposal & Recycle	Barbara Moore	<u>831-402-2165</u>