

Consent to Sublease Agreement

34170

This Consent to Sublease Agreement (this “**Agreement**”) is made as of May 4, 2020, by and among, 4811 Airport Plaza, LLC, a Delaware limited liability company (“**Master Landlord**”), and City of Long Beach, a municipal corporation (“**Sublandlord**”).

RECITALS

This Agreement is made with regard to the following facts:

A. Master Landlord and Sublandlord, as Tenant, entered into that certain Office Lease dated as of February 1, 2016 (the “**Master Lease**”), for Suites 110 and 120 on the first (1st) floor and Suite 200 on the second (2nd) floor (collectively, the “**Premises**”) in the office building located at 4811 Airport Plaza Drive, Long Beach, California, 90815 and commonly known as 4811 Airport Plaza (the “**Building**”).

B. Under the terms of Article XIV of the Master Lease, Sublandlord has requested Master Landlord’s consent to that certain Standard Sublease Form, Lease File No. 6871-001, Project No. 139326, between the State of California, acting by and through the Department of General Services, Real Estate Services Division (“**Subtenant**”) and Sublandlord (the “**Sublease**”), which would sublease to Subtenant a portion of the Premises, as more particularly described in the Sublease (the “**Subleased Premises**”). An unexecuted copy of the Standard Sublease Form is attached to this Agreement and incorporated herein as Exhibit A (“**Sublease Form**”).

C. Master Landlord is willing to consent to the Sublease on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

1. **Consent**

1.1 **Master Landlord’s Consent.** Subject to the contingency in Section 5.12 below, Master Landlord consents to the Sublease. This consent is granted only on the terms and conditions stated in this Agreement. Master Landlord is not bound by any of the terms, covenants, or conditions of the Sublease. The Sublease is subject and subordinate to the Master Lease. If there is a conflict between this Agreement and the Sublease, the terms, conditions, and obligations of this Agreement shall control.

2. **Limits of Consent.**

2.1 **Non-release of Sublandlord; Further Transfers; Recapture Rights.** Neither the Sublease nor this Agreement will:

(a) release Sublandlord from any liability, whether past, present or future, under the Master Lease;

(b) alter the primary liability of Sublandlord to pay the Rent and perform all of Tenants obligations under the Master Lease (including the payment of all bills rendered by Master Landlord for charges incurred by Subtenant for services and materials supplied to the Subleased Premises);

(c) be construed as a waiver of Master Landlord's right to consent to any proposed Transfer after the date hereof by Sublandlord under the Master Lease or Subtenant under the Sublease, or as a consent to any portion of the Subleased Premises being used or occupied by any other party;

(d) limit Master Landlord's right, in the event of a proposed future Transfer, to recapture any portion of the Premises, including the Subleased Premises, affected by that proposed Transfer, as provided in Section 14.03 and any other applicable provision of the Master Lease;

(e) grant any rights to Subtenant greater than those rights granted to Sublandlord under the Master Lease;

(f) be deemed consent to any other Transfer;

(g) be construed as consent by Master Landlord to a term in the Sublease beyond the term of the Master Lease;

(h) require Master Landlord to recognize Subtenant in the event of a default in the Master Lease by Sublandlord;

(i) enlarge or in any manner increase Master Landlord's obligations or duties under the Master Lease;

(j) create obligations or costs to Master Landlord with regard to the Sublease;

(k) require Master Landlord to proceed in any action under the Master Lease or this Agreement against either Sublandlord or Subtenant without first exhausting Master Landlord's remedy against the other; or

(l) modify, waive, amend, or otherwise affect any provision of the Master Lease.

Master Landlord may consent to subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease without notifying Sublandlord or anyone else liable under the Master Lease, including any guarantor of the Master Lease, and without obtaining their consent.

No such action by Master Landlord will relieve those persons from any liability to Master Landlord or otherwise with regard to the Subleased Premises.

2.2 **Denial of Consent to Certain Provisions.** Master Landlord specifically denies its consent to the following provisions of the Sublease:

(a) **Section 1** – Master Landlord does not consent to Exhibits A, B, and C to the Sublease, any references thereto, nor any rights or obligations they purport to impose on Sublandlord or Master Landlord; Master Landlord does not consent to “unlimited use” of the building's common facilities, rather, they shall be used in accordance with the Master Lease.

(b) **Section 2** – Master Landlord does not consent to a retroactive commencement date of the Sublease. The term of the Sublease shall commence upon mutual and final execution of this Agreement in accordance with the terms of Section 5.12 below, including the contingency set forth therein.

- (c) **Section 3** – Master Landlord does not consent to Subtenant remaining in the Premises beyond the Expiration Date of the Master Lease.
- (d) **Section 4** – Master Landlord does not consent to any alterations, additions, or improvements in or to the Premises without Master Landlord’s prior written consent or otherwise in accordance with Article IX of the Master Lease; this Agreement does not provide the necessary consent.
- (e) **Section 6** – Master Landlord does not consent to Exhibits A, B, and C to the Sublease, any references thereto, nor any rights or obligations they purport to impose on Sublandlord or Master Landlord; Master Landlord does not consent to any alterations, additions, or improvements in or to the Premises without Master Landlord’s prior written consent or otherwise in accordance with Article IX of the Master Lease; this Agreement does not provide the necessary consent.
- (f) **Sections 7, 8, 9, 10, 11** – Master Landlord does not consent to Exhibits A, B, and C to the Sublease, any references thereto, nor any rights or obligations they purport to impose on Sublandlord or Master Landlord; Master Landlord does not consent to any alterations, additions, or improvements in or to the Premises without Master Landlord’s prior written consent or otherwise in accordance with Article IX of the Master Lease; this Agreement does not provide the necessary consent; Master Landlord does not consent to Subtenant occupying the Premises prior to mutual and final execution of this Agreement in accordance with the terms of Section 5.12 below.
- (g) **Section 12** – Parking in the Building’s parking facilities by Subtenant shall be on a non-assigned, unreserved basis subject to Section 27.01 of the Master Lease.
- (h) **Sections 13, 14** – Master Landlord does not consent to provide any additional utilities or services beyond those required by the Master Lease. Master Landlord does not consent to Sublandlord or Subtenant purporting to provide any services or self-help in the Building common areas. Sublandlord’s obligations to pay Base Rent and Additional Rent shall not be abated, interrupted, or suspended as a result of any interruption in services pursuant to Section 7.02 of the Master Lease. Master Landlord does not consent to any alteration of the various maintenance and repair obligations as allotted between Master Landlord and Sublandlord under the Master Lease, nor any additional notice requirements.
- (i) **Sections 15, 16** – Master Landlord does not consent to Exhibits A, B, and C to the Sublease, any references thereto, nor any rights or obligations they purport to impose on Sublandlord or Master Landlord; Master Landlord does not consent to any alterations, additions, or improvements in or to the Premises without Master Landlord’s prior written consent or otherwise in accordance with Article IX of the Master Lease; this Agreement does not provide the necessary consent.
- (j) **Section 20** – In the event of any damage or destruction to the Premises, Article XI of the Master Lease shall control.
- (k) **Section 22** – Master Landlord rejects this section to the extent it purports to impose any requirements on Master Landlord or its vendors or contractors.
- (l) **Section 25** – Master Landlord rejects this section to the extent it purports to impose any

requirements on Master Landlord or its vendors or contractors.

- (m) **Section 27** – Any holdover in the Premises by Sublandlord or Subtenant after expiration or earlier termination of the Master Lease shall be subject to the terms of Section 23.01 of the Master Lease. Master Landlord does not consent to Sublandlord or Subtenant remaining in the Premises subsequent to the expiration or earlier termination of the Master Lease. In the event Subtenant remains in the Premises beyond the expiration or earlier termination of the Master Lease, Sublandlord acknowledges and agrees that it shall, at its sole cost and expense, diligently pursue any and all remedies available to Sublandlord at law or in equity in order to recover possession of the Premises from Subtenant. During any such holdover by Subtenant, Sublandlord shall pay holdover rent to Master Landlord in accordance with Section 23.01 of the Master Lease, regardless of any rental amount being paid by Subtenant to Sublandlord.
- (n) **Section 28** – Sublandlord and Subtenant shall surrender the Premises to Landlord in the same condition as existed on the date Sublandlord first occupied the Premises, reasonable wear and tear excepted, pursuant to Section 9.04 of the Master Lease; Sublandlord and Subtenant shall remove any Alterations designated for removal by Master Landlord in accordance with Section 9.04 of the Master Lease.
- (o) **Section 29** – Master Landlord shall not be liable for any obligations of Sublandlord or Subtenant under the Sublease.

Those provisions will not be binding on Master Landlord in the event of an attornment between Master Landlord and Subtenant. Sublandlord acknowledges and agrees that it shall inform Subtenant of Master Landlord's specific denial of consent to the provisions of the Sublease set forth in this Section 2.2 and ensure that Subtenant complies with all of the terms and conditions of the Master Lease during the term of the Sublease in accordance with Section 3.1 below.

3. **Relationship with Master Landlord**

3.1 **Subtenant Compliance with Master Lease.** Sublandlord shall be solely responsible for ensuring that Subtenant complies with all of the terms and conditions of the Master Lease during the term of the Sublease, including without limitation those terms of the Master Lease which conflict with and control over the terms of the Sublease, as set forth in Section 2.2 above. Sublandlord acknowledges and agrees that any failure by Subtenant to comply with the terms and conditions of the Master Lease shall be considered a default by Sublandlord under Article XV of the Master Lease, allowing Master Landlord to exercise all remedies available therein or herein.

3.2 **Indemnification and Insurance.** Sublandlord's duties to protect, defend, hold harmless and indemnify those individuals and entities as set forth in Article X of the Master Lease shall apply equally to actions and omissions of Subtenant's agents, employees, contractors, clients, invitees or subtenants as if they were Sublandlord's own agents, employees, contractors, clients, invitees or subtenants. Sublandlord acknowledges and agrees that it will require Subtenant to carry the same insurance that Sublandlord is required to carry under Article X. Should Subtenant fail to carry any of the insurance required by Article X of the Master Lease, Sublandlord agrees that Subtenant shall be named an additional insured under its policies and that all of the insurance requirements will apply, including the waiver of subrogation. None of Landlord, Landlord's agents, employees, contractors, officers, directors, owners nor insurance carriers shall be liable for anything which should be covered by Subtenant's insurance, regardless of subtenant's failure to obtain such insurance.

3.3 **Limitation of Master Landlord's Liability.** The parties acknowledge that there are

various provisions of the Master Lease which limit Master Landlord's liability to Sublandlord and that such provisions shall apply equally to Subtenant (for example purposes only: Section 7.02, Section 8.01, Article X, Section 26.04, etc.). Master Landlord and Sublandlord hereby agree that in no event shall Master Landlord's liability to Subtenant exceed the limits of Master Landlord's liability to Sublandlord under the Master Lease. Accordingly, to the extent Subtenant seeks relief from Master Landlord which exceeds the relief to which Sublandlord is entitled under the Master Lease, Sublandlord shall protect, defend, indemnify, and hold harmless Master Landlord, its mortgagee, and each of their respective partners, directors, officers, agents and employees, successors and assigns.

3.4 **Assignment of Sublandlord's Interest to Master Landlord.** Sublandlord assigns and transfers to Master Landlord Sublandlord's interest in the Sublease and all rentals and income arising from the Sublease, subject to the terms of this Section 3. Master Landlord, by consenting to the Sublease, agrees that, until Sublandlord defaults in performing its obligations under the Master Lease, Sublandlord may receive, collect, and enjoy the rents accruing under the Sublease.

3.5 **Effect of Sublandlord Default Under Master Lease.** If Sublandlord defaults in the performance of its obligations to Master Landlord, under Article XV of the Master Lease (whether or not Master Landlord terminates the Master Lease), Master Landlord may, in connection with Article XV and any other applicable provision of the Master Lease, at its option by notice to Sublandlord, do either of the following:

- (a) Terminate the Sublease; or
- (b) Elect to receive and collect, directly from Subtenant, all rent and any other sums owing and to be owed under the Sublease, as further set forth in section 3.6 below.

3.6 **Master Landlords Election to Receive Rents.** Master Landlord will not, as a result of the Sublease, or as a result of the collection of rents or any other sums from Subtenant under Section 3.5(b) above, be liable to Subtenant for any failure of Sublandlord to perform any obligation of Sublandlord under the Sublease.

Sublandlord irrevocably authorizes and directs Subtenant, on receipt of any written notice from Master Landlord stating that a default exists in the performance of Sublandlord's obligations under the Master Lease, to pay to Master Landlord the rents and any other sums due and to become due under the Sublease. Sublandlord agrees that Subtenant has the right to rely on any such statement from Master Landlord, and that Subtenant will pay those rents and other sums to Master Landlord without any obligation or right to inquire as to whether a default exists and despite any notice or claim from Sublandlord to the contrary. Sublandlord will not have any right or claim against Subtenant for those rents or other sums paid by Subtenant to Master Landlord. Master Landlord will credit Sublandlord with any rent received by Master Landlord under this assignment, but the acceptance of any payment on account of rent from Subtenant as the result of a default by Sublandlord will not: (i) be an attornment by Master Landlord to Subtenant or by Subtenant to Master Landlord; (ii) be a waiver by Master Landlord of any provision of the Master Lease; or (iii) release Sublandlord from any liability under the terms, agreements, or conditions of the Master Lease. No payment of rent by Subtenant directly to Master Landlord, regardless of the circumstances or reasons for that payment, will be deemed an attornment by Subtenant to Master Landlord in the absence of a specific written agreement signed by Master Landlord to that effect.

3.7 **Master Landlord's Election of Subtenant's Attornment.** In the event the Master Lease is terminated prior to the expiration of the term of the Sublease, the Sublease will be contemporaneously terminated.

4. **Consideration for Sublease.** Sublandlord represents and warrants that there are no additional payments of rent or any other consideration of any type which has been paid or is payable by Subtenant to Sublandlord in connection with the Sublease, other than as disclosed in the Sublease.

5. **General Provisions**

5.1 **Brokerage Commission.** Sublandlord agrees that Master Landlord will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Agreement. Sublandlord will protect, defend, indemnify, and hold Master Landlord, and its mortgagee, and each of their respective partners, directors, officers, agents and employees, successors and assigns harmless from any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Agreement, and from any cost or expense (including attorney fees) incurred by Master Landlord in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 5.1 shall survive the expiration or earlier termination of the Sublease and this Agreement.

5.2 **Notice.** Any notice that may or must be given by any party under this Agreement will be in writing and be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Master Landlord or Sublandlord shall be sent to the respective address set forth below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 5.2. A notice sent pursuant to the terms of this Section 5.2 shall be deemed delivered (a) when delivery is attempted, if delivered personally, (b) three (3) business days after deposit into the United States mail, or (c) the day following deposit with a nationally recognized overnight courier.

Master Landlord's Address for Notices: 4811 Airport Plaza, LLC
5000 E. Spring St., Suite 320
Long Beach, CA 90815
Attn: Property Manager
Fax: (562) 429-4714
Phone: (562) 429-4672

With a copy to: Jamison Services, Inc.
3470 Wilshire Blvd., Suite 700
Los Angeles, CA 90010
Attn: Legal Department
Fax: (213) 387-5496
Phone: (213) 365-5000

Sublandlord's Address for Notices: City of Long Beach
411W. Ocean Blvd., 10th Floor
Long Beach, CA 90802
Attn: City Manager

With a copy to:
Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Dr., Suite 200
Long Beach, CA 90815
Attn: Executive Director

5.3 **Controlling Law.** The terms and provisions of this Agreement will be construed in accordance with, and will be governed by, the laws of the State of California.

5.4 **Access Specialist.** As of the date of this Agreement, the Building has not been inspected by a Certified Access Specialist pursuant to California Civil Code Section 55.53. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. This Section 5.4 does not modify Section 6.02 of the Master Lease.

5.5 **Entire Agreement; Waiver.** This Agreement (i) constitutes the final, complete and exclusive statement between the parties to this Agreement pertaining to the terms of Master Landlord's consent to the Sublease; (ii) supersedes all prior and contemporaneous understandings or agreements of the parties; and (iii) is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Agreement, and specifically states that agreement modifies this Agreement.

5.6 **Word Usage.** Unless the context clearly requires otherwise, (i) the plural and singular numbers will each be deemed to include the other; (ii) the masculine, feminine, and neuter genders will each be deemed to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.

5.7 **Captions.** Captions to the sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

5.8 **Capitalized Terms.** All terms spelled with initial capital letters in this Agreement that are not expressly defined in this Agreement will have the respective meanings given such terms in the Master Lease.

5.9 **Partial Invalidity.** If any term, covenant, or condition in this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of that term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants, and conditions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

5.10 **Waiver of Jury Trial; Attorney Fees.** If any party commences litigation against any other party for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as may have been incurred.

5.11 **Liability for Master Landlord's Attorney and Administrative Fees.** Sublandlord shall be liable for the payment of Master Landlord's actual attorney fees incurred in reviewing, preparing, and

negotiating the Sublease and this Agreement whether or not Master Landlord provides its consent to the proposed Sublease. Additionally, Sublandlord shall be liable for the payment of Master Landlord's administrative fee, not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for Master Landlord to review and consent to this Sublease and this Agreement. The attorney fees and administrative fee called for pursuant to this paragraph shall be paid in advance of Master Landlord's consent to the Sublease, and immediately on demand by Master Landlord.

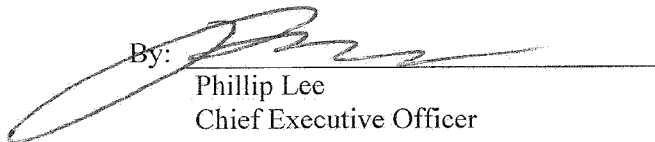
5.12 **Contingency.** This Agreement is hereby made expressly contingent upon Sublandlord and Subtenant mutually executing the Sublease with the same terms and in the same form as the Sublease Form attached hereto as Exhibit A. In the event the terms of the mutually executed Sublease differ in any way from the terms of the Sublease Form attached hereto as Exhibit A, this Agreement shall be null and void and of no force or effect. This Agreement shall be deemed effective upon (i) Master Landlord's receipt of (a) a copy of the mutually executed Sublease which complies with the contingency set forth herein, and (b) a copy of this Agreement, executed by Sublandlord, and (ii) Master Landlord's final review and execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MASTER LANDLORD:

4811 Airport Plaza, LLC,
a Delaware limited liability company,

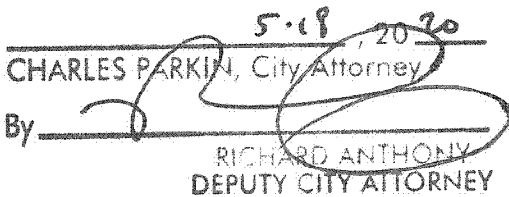
By: Jamison Services, Inc.,
a California corporation
Its: Authorized Agent

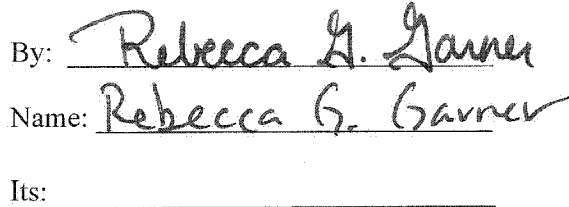
By: 
Phillip Lee
Chief Executive Officer

SUBLANDLORD:

City of Long Beach,
a municipal corporation

APPROVED AS TO FORM

5-18, 2020
CHARLES PARKIN, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

By: 
Name: Rebecca G. Garner
Its: _____

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

EXHIBIT A
SUBLEASE AGREEMENT

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

STANDARD SUBLEASE FORM

<u>SUBLEASE COVERING PREMISES LOCATED AT</u> 4811 Airport Plaza Drive Long Beach, CA 90807
<u>SUBLESSOR'S FED. TAX I.D. NO. OR SOCIAL SECURITY NO.</u>
<u>SUBTENANT AGENCY</u> Employment Development Department

Lease File No.: 6871-001
Project No.: 139326

Preamble This Agreement, made and entered into this day of, 20, is a Sublease of that certain Lease Agreement (the "Master Lease") dated between as Lessor (the "Master Lessor") and as Lessee. This Sublease agreement is between

**CITY OF LONG BEACH,
A MUNICIPAL CORPORATION**

hereinafter called the Sublessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State;

WITNESSETH

WHEREAS, under the Master Lease, Sublessor hires from Master Lessor certain premises located at 4811 Airport Plaza Drive, Long Beach, California as more particularly described in the Master Lease, and

WHEREAS, a copy of the Master Lease is attached hereto, incorporated herein as Exhibit "D" dated and made a part of this sublease by this reference, and

WHEREAS, the Master Lease provides that Sublessor shall have the right to sublet any portion of the Master Leased Premises; and Sublessor has obtained necessary consent from the Master Lessor; and

WHEREAS, the City of Long Beach and the State of California's Employment Development Department (EDD) desire to consolidate certain of their operations at a facility currently under Master Lease to the Sublessor;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

Description

1. The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Long Beach, County of Los Angeles, State of California, and more particularly described as follows:

Approximately 7,095 net usable square feet of office space on the 1st floor (consisting of 6130.6 net usable square feet of shared space as outlined in green and 338.9 net usable square feet of exclusive space as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 139326 dated August 8, 2019, hereby being incorporated into this sublease, and including 47 nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term

2. The term of this sublease shall commence on August 1, 2018, and shall end on July 31, 2023, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this sublease at any time effective on or after , by giving written notice to the Sublessor at least Choose Number of Days days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated

on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor may designate by a notice in writing. If the premises are not complete pursuant to Paragraph 6 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the State's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in Paragraph 4 may be adjusted to the first of the month following the State's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the State exercises this option, it is agreed the State will complete unilaterally an amendment to the sublease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 8. Additionally, it is understood and agreed between the parties that, at the State's option, the dates shown in the "CPI Escalator Operating Expenses" paragraph, if incorporated herein, shall be adjusted to reflect the time delay between sublease commencement and the first of the month following the actual acceptance date.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid, or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Sublessor _____

Phone No. () _____
FAX No. () _____
Email: _____

To the State: DEPARTMENT OF GENERAL SERVICES, Phone No. (916) 375-4172
REAL ESTATE SERVICES DIVISION FAX No. (916) 375-4029
LEASE MANAGEMENT D 6871-001 Email: leasemanagement@dgs.ca.gov
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS**

Rental warrants shall be made payable to: _____

and mailed to: _____

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Completion and
Compliance with
Plans and
Specifications**

6. Sublessor agrees that, prior to August 1, 2018, and at Sublessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the subleased premises made ready for State's occupancy in full compliance with Exhibit "A", consisting of # of pages sheets titled, "Office Quarters, Project No. 139326" dated August 8, 2019, and in accordance with Exhibit "B", consisting of # of pages pages, titled, "Outline Specifications,

Project No. 139326" dated August 8, 2019, and Exhibit "C" consisting of eleven (11) pages titled, "Administrative Requirements Project No. 139326" dated August 8, 2019, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

**Notice of
Completion and
Access to Premises
during
Construction**

7. Sublessor shall notify the State in writing by certified mail of the date the subleased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this sublease, and not more than sixty days (60) prior to completion of construction and occupancy under this sublease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Sublessor harmless from and against any claims, damages, or other injury suffered by Sublessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises. Sublessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Sublessor or any of Sublessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this sublease or the obligation of the State to pay rent.

Sublessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Sublessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Sublessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Early Occupancy

8. Sublessor agrees that if the subleased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$ per month, and shall be prorated on a daily basis for any partial month.

**Time limit and
Prior Tenancy**

9. No rental shall accrue under this sublease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the subleased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the subleased premises are not completed and ready for occupancy by the State on or before October 1, 2015, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this sublease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God which Sublessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Sublessor, and which cannot be reasonably overcome; or by

D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

It is understood by all parties hereto that it shall be the Sublessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the subleased premises by the State shall not relieve Sublessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Sublessor at Sublessor's sole cost and expense. In the event Sublessor shall, after receiving notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this sublease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the subleased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Sublessor hereby warrants and guarantees that the space subleased to the State will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM described in Exhibit "B" as applicable. Sublessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this sublease, any costs related to abatement or hazard from asbestos shall be the Sublessor's responsibility as described in the aforementioned Exhibit "B."

Parking

12. Sublessor, at Sublessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.

Services, Utilities, and Supplies

13. Sublessor, at Sublessor's sole cost and expense, during the term of this sublease shall furnish the following services, utilities, and supplies to the area subleased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories except lavatories in Employment Development Department public toilet rooms in lobby areas which need only cold water.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the subleased space.
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean window coverings.

In the event of failure by the Sublessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's Administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

14. A. During the sublease term, the Sublessor shall maintain the subleased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the subleased premises in good, wear-free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
- (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
- (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
- (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
- (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the subleased premises.
- (8) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.
- (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
- (10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
- (11) Repairing and replacing floor covering as necessary. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

B. Sublessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.

C. Except in emergency situations, the Sublessor shall give not less than 24 hour prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

- D. In case Sublessor, after notice in writing from the State requiring the Sublessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this sublease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.
- E. Sublessor understands and agrees that State shall not assume any of Sublessor's obligations under the Master Lease.

Painting

15. In addition to any painting completed prior to the commencement of this sublease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Sublessor agrees at Sublessor's sole cost and expense to repaint all painted surfaces (interior and exterior) of the subleased premises in accordance with the attached Exhibits "A" and "B". In no event shall Sublessor be required to repaint more than once during the first sixty (60) month period of this sublease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Sublessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. Colors are to be approved by the State. Sublessor, at Sublessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

Change Orders and Alterations

16. The State shall have the right during the existence of this sublease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the subleased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this sublease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this sublease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the subleased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed at Sublessor in accordance with plans and specifications provided by State. Sublessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Sublessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Sublessor and any general contractor combined. Within forty-five (45) days after receiving Sublessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Sublessor by a single total payment for the cost of such work.

Assignment and Subletting

17. The State shall not assign this sublease without prior written consent of the Sublessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the subleased premises.

Quiet Possession

18. The Sublessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this sublease, peaceably and quietly have, hold, and enjoy the subleased premises without suit, trouble, or hindrance from the Sublessor or any person claiming under Sublessor.

Inspection

19. The Sublessor reserves the right to enter and inspect the subleased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the subleased premises are totally destroyed by fire or other casualty, this sublease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the subleased premises unusable for the purpose intended, Sublessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than 10 percent (10%) of such floor space unusable but not constitute total destruction, Sublessor shall forthwith give notice to State of the specific number of days required to repair the same. If Sublessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this sublease or, upon notice to Sublessor, may maintain

occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event of any such destruction other than total, where the State has not terminated the sublease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Sublessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Sublessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option to terminate this sublease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this sublease and any other sublease between Sublessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the subleased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed subleased facilities no matter what the condition. At the State's request, the Sublessor shall immediately identify an appropriate route through the building to access the State subleased space. If the Sublessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its subleased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Sublessor on the herein subleased premises, Sublessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing Wage
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:
- A. Sublessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
 - B. The Sublessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Sublessor will post at the job site. All prevailing wage rates shall be obtained by the Sublessor/contractor from:
Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Sublessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Sublessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Sublessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair Employment
Practices**

23. During the performance of this sublease, the Sublessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Sublessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Sublessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000

et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation**

24. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and we encourage the Sublessor to utilize DVBEs when contracting for tenant improvements and services. Sublessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this sublease. Sublessor may refer to the following internet link for DVBE guidelines and instructions.

<https://www.dgs.ca.gov/-/media/Divisions/RESD/Publications/AMB/Lease-Requirements/DVBEGuidelines.aspx?z=en&hash=26A65A42FBD11EBF95E60D2180A66F1F64E006FA>

**Service
Companies**

25. Within fifteen (15) days after occupancy of the subleased premises by the State, Sublessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Sublessor's responsibilities under this sublease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Sublessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Sublessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this sublease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the sublease term, or any extension or renewal thereof, this sublease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Sublessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination. In the event the Holding Over period lasts longer than one hundred and eighty (180) days, the State may unilaterally reduce the monthly rent to seventy percent (70%) of the last base rental amount paid less any amortization under paragraph (4). Notwithstanding the aforementioned option to reduce the monthly rent, anytime during the Holding Over period, the State may unilaterally relinquish any proportion of the Premises thereby reducing the net usable square feet specified in paragraph (1) herein and reduce the monthly rent in proportion to the reduction in net usable square feet. It is understood and agreed by and between the parties that the State, at the State's sole option, may unilaterally amend the sublease to exercise options described herein.

**Surrender of
Possession**

28. Upon termination or expiration of this sublease, the State will peacefully surrender to the Sublessor the subleased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Sublessor is responsible pursuant to this sublease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the subleased premises, and then only to the extent of any such damage or injury.

**Time of Essence,
Binding upon
Successors**

29. Time is of the essence of this sublease, and the terms and provisions of this sublease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

30. It is mutually understood and agreed that no alterations or variations of the terms of this sublease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Construction-
Related
Accessibility
Standard
Compliance Act

31. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

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IN WITNESS WHEREOF, this sublease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA
Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

By _____
CLYDE STORMONT, Real Estate Officer
Real Estate Leasing and Planning Section

Date _____

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By _____
BRIAN HENSLEY, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

SUBLESSOR

CITY OF LONG BEACH,
A MUNICIPAL CORPORATION

By _____

Date _____

By _____

Date _____

By _____

Date _____