

WESCO SALES CORP. & CITY OF SAN DIEGO
SUBLEASE OF STORE/OFFICES AT 2630 INGRAHAM STREET,
SAN DIEGO, CALIFORNIA

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SUBLEASE

By this Sublease dated February 18, 2020 for reference purposes only, Wesco Sales Corp. (Sublessor) hereby Subleases to The City of San Diego (Sublessee) the Premises, together with the non-exclusive right to use the Common Areas, upon and subject to the following terms, covenants and conditions:

ARTICLE 1 — BASIC SUBLEASE PROVISIONS

1.1 For purposes of this Sublease, certain provisions are defined as follows:

- (a) Sublessor: WESCO SALES CORP. a California corporation dba DANA LANDING
- (b) Sublessee: CITY OF SAN DIEGO, a California municipal corporation, 1200 Third Ave., Suite 1700, San Diego, CA 92101.
- (c) Marina: DANA LANDING, 2630 Ingraham Street, San Diego, CA 92109
- (d) Premises: Building (portion) as indicated on the plan attached hereto as Exhibit "A"
- (e) Anticipated Commencement Date: The later of March 1, 2020 or full execution of the Sublease or upon completion of Sublessor-paid Tenant improvements.
- (f) Term: One (1) year, with the option of 2 successive renewals of one year each.
- (g) Permitted Use: Office space.
- (h) Basic Monthly Rent: \$750.00
- (i) Security Deposit: None.
- (j) Proportional Share: N/A
- (k) Base Year: N/A
- (l) Procuring Broker: None
- (m) Parking Allotment: One reserved and rights to use of parking facilities in common with other tenants. The reserved space shall be at no cost for the initial term and any renewal periods.
- (n) Business Hours: 24 hours, 365 days a year.

- 1.2 For purposes of this Sublease, the "Land" shall be defined as the site upon which the Marina, Common Areas and other related improvements, facilities, service areas and equipment are located (as legally described in Exhibit "A" attached hereto).
- 1.3 For purposes of this Sublease, the "Common Areas" shall be defined as those interior and exterior portions of the Marina and such other areas, facilities and equipment serving the Marina, which are designated by Sublessor for the common use and benefit of Sublessees, Sublessees' employees, customers and invitees, and all members of the general public. Such areas, facilities and equipment shall include, without limitation, entrances; exits; lobbies; all water based facilities; stairways; corridors; passageways; public washrooms; parking facilities; loading areas; plazas; private sidewalks; landscaped areas; walkways; mechanical, electrical and telephone rooms; utilities and related facilities; electrical, mechanical, sprinkler, fire detection or prevention equipment, security equipment, and related facilities; duct shafts; operating, maintenance and storage areas; and service areas, equipment and facilities.

ARTICLE 2 — TERM

- 2.1 The Term of this Sublease shall commence on the Commencement Date, and continue for one year. Sublessee has the option to extend this lease for up to two additional one- year terms. Sublessee shall provide notice between 30-60 days prior to the end of the lease term of its intent to renew.

ARTICLE 3 — BASIC MONTHLY RENT

- 3.1 The first installment of Basic Monthly Rent is due upon the Commencement Date. All other installments of Basic Monthly Rent are payable in advance on the first day of each calendar month, and subject to a late charge of ten (10%) if paid after the 5th of month in which is rent. All amounts due Sublessor relating to this tenancy are rent, and subject to all remedies of Sublessor for nonpayment of rent.
- 3.2 All amounts due Sublessor shall be paid by Sublessee, without deduction or offset, in lawful money of the United States of America at the office of Sublessor or to such other person or at such other place as Sublessor notifies Sublessee.

ARTICLE 4 — MASTER LEASE

- 4.1 The parties entered into that certain lease agreement, as amended, filed July 17, 1995 in the Office of the City Clerk as Document No. OO-18192 for the development, operation, and maintenance of Marina Facilities commonly referred to as Dana Landing ("Master Lease") on the City-owned real property which the Premises is part of with City as lessor and Wesco Sales Corp as lessor under the Master Lease. Sublessor now wishes to allow the City to utilize the Premises as office space for the Parks and Recreation Department's

District Manager for the purpose of overseeing operations and maintenance of Mission Bay Park. This Sublease shall not relieve Sublessor of any of its obligations in the Master Lease. In the event of any conflict between the Master Lease and this Sublease, the terms of the Master Lease shall control the obligations of the Sublessor.

4.2

ARTICLE 5 — OPERATING EXPENSE

5.1 None.

ARTICLE 6 — CAPITAL EXPENSE

6.1 Intentionally Omitted

ARTICLE 7 — SECURITY DEPOSIT

7.1 No Security Deposit shall be required of Sublessee.

ARTICLE 8 — USE

8.1 Sublessee shall use the Premises solely for the Permitted Use as an office.

ARTICLE 9 — UTILITIES AND SERVICES

9.1 Sublessee shall pay for utilities servicing the Sublease space if any are separately metered to it.

ARTICLE 10 — PARKING LICENSE

10.1 Sublessor grants Sublessee a revocable license to park in one reserved parking location and otherwise in common with other Sublessees, up to Sublessee's Parking Allotment of automobiles in the parking facilities of the Marina, Sublessee shall observe all rules and regulations for use of the parking facilities and otherwise use the parking facility in a safe and lawful manner. No estate is conveyed to Sublessee and no bailment is created hereunder. Sublessor is not responsible for theft, loss or damage to automobiles or other personal property in connection with Sublessee's use of the parking facility. Sublessor may revoke this license in its entirety if Sublessee is in default of this Sublease. Sublessor may revoke this license with respect to any individual using the parking facility through Sublessee that violates the terms of this Article. Sublessee's license shall otherwise expire upon the termination of this Sublease.

ARTICLE 11 — REPAIRS

11.1 Sublessee shall, at Sublessee's sole cost and expense, keep in good condition and repair the Premises.

- 11.2 Sublessor shall repair and maintain the Common Areas, structural portions of the Marina, and Mechanical Systems generally serving the Marina. Provided Sublessor uses commercially reasonable efforts to minimize interference with Sublessee's use of the Premises, Sublessor may install, repair and maintain Mechanical Systems above the ceiling, below the floor, within the walls and central core, and temporarily restrict access to the Marina, Common Areas and Premises to do so. Sublessee waives any right to make repairs at Sublessor's expense pursuant to California Civil Code section 1942 or any similar law, statute or ordinance.

ARTICLE 12 — ENTRY BY SUBLESSOR

- 12.1 With reasonable prior notice, Sublessor shall have the right to inspect the Premises, and enter the Premises to perform Sublessor's duties pursuant to Article 11.2; No prior notice shall be required in an Emergency (which is any circumstance which threatens or endangers the Marina, or health or property of Sublessor or any occupant, or may result in a material liability or loss to Sublessor) for Sublessor to supply regular Services or to post legal notices.

ARTICLE 13 — ALTERATIONS

- 13.1 "Alterations" is defined as any alteration, addition, decoration or improvement to the Premises made by Sublessee (excepting Sublessee Improvements and hanging of artwork). Sublessor's prior written consent is required for all Alterations.

ARTICLE 14 — HAZARDOUS MATERIALS

- 14.1 "Hazardous Materials" is defined as any substance, material, emission, discharge or waste defined as "hazardous, toxic," or a "pollutant" or "contaminant" under any local, state or federal government law, statute, code, order or regulation for the protection of health, safety or the environment. Sublessor and Sublessee shall comply with all laws concerning Hazardous Materials and handling, storage and disposal thereof. Sublessee shall neither create, bring into nor store in the Marina, Common Areas or Premises any Hazardous Materials, other than copy solution, toner, or developer for standard copy machines. Sublessee will dispose of such material at its sole expense and in accordance with all applicable laws.

ARTICLE 15 — INSURANCE

- 15.1 Intentionally Omitted.

ARTICLE 16 — INDEMNIFICATION

- 16.1 Sublessor shall indemnify and hold Sublessee harmless from and against any and all liability, loss, claims, demands, damages or expenses, including attorneys' fees, whether

for personal injury, theft, property damage or otherwise, due to or arising from the negligence or willful misconduct of Sublessor, its servants, employees, agents, contractors, invites, concessionaires or licensees, or those over whom Sublessor would normally be expected to exercise control, whether in or about the Land, Marina, Common Areas, Premises, or parking facility; or Sublessor's breach or non-performance of any provision of this Sublease. If any action or proceeding is brought against Sublessee by reason of any such claim, then Sublessor, upon notice from Sublessee, shall defend the same at Sublessor's expense by counsel reasonably satisfactory to Sublessee.

ARTICLE 17 — DAMAGE OR DESTRUCTION

- 17.1 If any portion of the Land, Marina, Common Areas or Premises reasonably necessary for Sublessee's access, use or occupancy of the Premises is damaged or destroyed by any cause (the "Damage Event"), then within thirty (30) days after the Damage Event, Sublessor shall reasonably estimate how long repairs will take and notify Sublessee of same. If in Sublessor's reasonable opinion repairs can be completed within one hundred twenty (120) days after the Damage Event and the Damage Event occurred prior to the last year of the Term, Sublessor shall repair same during which time this Sublease shall remain in full force and effect (subject to Article 19). If in Sublessor's reasonable opinion repairs cannot be completed within one hundred twenty (120) days after the Damage Event, the Damage Event occurred during the last year of the Term, or the Damage Event is not insured, Sublessor may either repair same during which time this Sublease shall remain in full force and effect (subject to Article 19) or terminate this Sublease upon at least thirty (45) days' prior written notice to Sublessee (subject to Article 19). Sublessor's obligation to repair the Premises shall only extend those items required to be insured by Sublessor pursuant to Article 15.1(b), unless Sublessee assigns to Sublessor the proceeds of any insurance required pursuant to Article 15.2 with respect to above-Marina standard Alterations and pays to Sublessor any deductible under such policy. Sublessee hereby waives application of California Civil Code sections 1932(2) and 1933(4).

ARTICLE 18 — EMINENT DOMAIN

- 18.1 If all or any portion of the Land, Marina, Common Areas or Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold in lieu of such taking ("Taking"), then if the Taking substantially interferes with Sublessee's use and occupancy of the Premises, this Sublease shall terminate on the date of Taking. If the Taking does not substantially interfere with Sublessee's use and occupancy of the Premises, Sublessor may either terminate this Sublease or, after the Taking, restore the Premises to substantially the same condition prior thereto. Sublessee shall not assert any claim for any interest in this Sublease; however, Sublessee shall be entitled to bring action for relocation expenses, and damages to Sublessee's personal property, trade fixtures, goodwill, and bonus value.

Sublessee hereby waives application of California Code of Civil Procedure section 1265.130.

ARTICLE 19 — INTERRUPTION OF USE

19.1 If a Damage Event (under Article 17), Taking (under Article 18), failure of Sublessor to provide Services (under Article 9), or failure of Sublessor to repair or maintain the Marina or Common Areas (under Article 11), or failure of Sublessor to comply with Article 14 (collectively "Interruption") adversely affects Sublessee's use or prevents reasonable access to the Premises for a period greater than five (5) consecutive business days, then Sublessee's Total Monthly Rent shall be abated to the extent that the Premises is rendered unusable for the conduct of Sublessee's business therein, for the period of time so rendered unusable, unless the Premises has been rendered unusable due to Sublessee's failure to comply with this Sublease. If the Interruption is reasonably estimated within the 5th (fifth) consecutive business day by Sublessor to exceed one hundred eighty (180) days, then Sublessee may, within thirty (30) days after the Interruption, elect to terminate the Sublease upon thirty (30) days' prior written notice. Notwithstanding the foregoing, this Sublease shall not be terminated if Sublessor takes action within said thirty (30) days' notice period which will result in the restoration of Sublessee's reasonable access to and use of the Premises within said one hundred eighty (180) days' period.

ARTICLE 20 — SUBORDINATION

- 20.1 Subject to the provisions of Article 23.2, this Sublease shall be subject and subordinate to all present and future ground or underlying leases of the Marina or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Marina or Project or any part thereof, and to any and all renewals, modifications, consolidations, replacements, substitutions and extensions thereof, as if the mortgage, trust deed or other encumbrance and all of its renewals, modifications, consolidations, replacements, substitutions and extensions had been executed, delivered and recorded prior to execution of this Sublease.
- 20.2 In the event of the termination of the Master Lease or the foreclosure of any mortgage, trust deed or other encumbrance, or upon a transferor conveyance in lieu of such foreclosure, then so long as the Sublease is then in full force and effect and Sublessee is not in default under any of the terms, covenants or conditions of the Sublease, Sublessee agrees to attorn to and accept any such successor owner as lessor under the Sublease and to be bound by and perform all of the obligations imposed by the Sublease, and successor owner will not disturb the possession of Sublessee and will be bound by and perform all of the obligations of Sublessor.
- 20.3 Sublessee shall, within five (5) business days after receipt of Sublessor's written request, execute such further instruments or assurances as Sublessor may reasonably deem

necessary to evidence or confirm the subordination, non-disturbance and atonement pursuant to this Article, Sublessee waives the provisions of any current or future statute, rule or law contrary to the provisions of this Article which may give Sublessee any right or election to terminate or otherwise adversely affect this Sublease and the obligations of the Sublessee hereunder in the event of any the foreclosure of any mortgage, trust deed or other encumbrance, or upon a transfer or conveyance in lieu of such foreclosure.

ARTICLE 21 — MARINA PLANNING

21.1 Intentionally omitted.

ARTICLE 22 — ASSIGNMENT AND SUBLETTING

22.1 Sublessee shall not Assign this Sublease without the prior written consent of Sublessor, which shall not be unreasonably withheld, conditioned or delayed. "Assign" or "Assignment" is defined to include: an assignment of the Sublease; a sub-Sublease of all or any part of the Premises; any permitted occupancy or conduct of business in any or all of the Premises by anyone other than Sublessee; "Assignee" is defined to include: an assignee; sub-Sublessee; or any other person or entity which may claim a right to possession of the Premises by or through Sublessee.

ARTICLE 23 — HOLDING OVER

23.1 Sublessee shall be liable for any unpaid rent at the one and a half times the current amount for holding over. Acceptance of any payment from Sublessee after expiration of this Sublease shall not constitute a renewal or extension thereof.

ARTICLE 24 — DEFAULTS

24.1 Sublessee shall be in default of this Sublease if Sublessee fails to pay, within three (3) business days after receipt of written notice from Sublessor, any Basic Monthly Rent, or fails to cure, within thirty (30) days after receipt of notice from Sublessor. Sublessee's failure to observe any other term of this Sublease (however, Sublessee shall cure in such shorter time as reasonably necessary due to an Emergency, and if more than thirty [30] days are reasonably required to cure, then no default will have occurred if Sublessee commences to cure within the thirty [30] day period and diligently prosecutes same to completion). Sublessor may give Sublessee a single notice of default inclusive of the requirements of California Code of Civil Procedure section 1161, et. seq.

24.2 Sublessor shall not be in default or liable to Sublessee under this Sublease for any failure to observe any term of this Sublease, unless Sublessee notifies Sublessor of such default and Sublessor fails to cure same within thirty (30) days after receipt Sublessee's notice (however, Sublessor shall cure in such shorter time as reasonably necessary due to an Emergency, and if more than thirty [30] days are reasonably required to cure, then no

default will have occurred if Sublessor commences to cure within the thirty [30] day period and diligently prosecutes same to completion).

ARTICLE 25 — REMEDIES

25.1 If Sublessee defaults under this Sublease, Sublessor may avail itself of any remedy available under law in Sublessor's sole discretion (without obligation under Article 27.1). No remedy or election hereunder shall be deemed exclusive and, wherever possible, each remedy shall be cumulative with all other remedies. If Sublessee abandons the Premises, or Sublessee's right to possession is terminated by the Sublessor because of a default, and Sublessor proceeds under California Civil Code section 1951.2, this Sublease shall terminate, and Sublessor shall be entitled to recover from Sublessee: the worth at the time of award of the unpaid rent which had been earned at time of termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Sublessee proves could have been reasonably avoided; the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Sublessee proves could be reasonably avoided; and any other amount necessary to compensate Sublessor for damage caused by Sublessee's failure to observe this Sublease (or which, in the ordinary course of things would be likely to result therefrom, including, without limitation, any costs of obtaining mitigating rental income, such as excused rent, brokerage commissions, Sublessee improvements, parking concessions, Sublease takeovers, cash payments, advertising, moving costs or any other cost or Sublessee concession related to the releasing of the Premises upon the default of Sublessee). The "worth at the time of award" shall be computed by allowing interest at ten percent (10%) per annum on amounts due prior to award, and discounting amounts due after award at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

ARTICLE 26 — NOTICE

26.1 Notice shall be given to Sublessee at the Premises. Notice shall be given to Sublessor at 20200 Victory Blvd., Woodland Hills, CA 91367 Attention: Frank Butler with copy to The Law Offices of Shai Oved at 7445 Topanga Cyn Blvd., Suite 220, Canoga Park, CA 91303. Either party may, by written notice to the other, specify a different address for notice purposes. Any requirement under this Sublease to give "notice" or "notify" shall require a writing, delivery thereof evidenced by signed receipt (whether personally delivered or sent by certified mail or a nationally recognized overnight courier service). Notice given by facsimile transmission shall not be valid unless the party to whom the transmission is addressed acknowledges timely receipt of the transmission in writing. If either party refuses to sign a receipt acknowledging delivery, notice may be given by first-class mail and shall be deemed effective two (2) business days after mailing. Notice from or to any single

person or entity executing this Sublease as Sublessee shall be deemed effective as to all persons or entities executing this Sublease as Sublessee.

ARTICLE 27 — GENERAL PROVISIONS

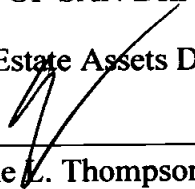
- 27.1 **Definition of Sublessor.** “Sublessor” is defined as and is limited to only the Sublessee at the time in question under the Master Lease of the Marina (whether pursuant to a fee interest or Subleasehold interest under a ground Sublease of the Land). If Sublessor transfers, assigns or conveys its interest, Sublessor shall be automatically freed and relieved of all liability with respect to the performance of any covenants or obligations in this Sublease to be performed from and after the date of such transfer, assignment or conveyance (including return of Security Deposit, provided Sublessor transfers all Security Deposit which has not been used, applied or retained prior to such conveyance to Sublessor’s successor in interest).
- 27.2 **Waiver Time of the Essence.** A party’s waiver of any breach of this Sublease shall not be deemed a waiver of any other breach. No custom or practice which develops between the parties shall be deemed a waiver of either party’s right to require strict performance hereunder. Time is of the essence.
- 27.3 **Entire Agreement; Severability.** Except as expressly set forth herein, neither Sublessor nor its employees, agents or contractors have made any representation or warranty concerning the Land, Marina, Common Areas or Premises, or the suitability of either for the conduct of Sublessee’s business. This Sublease contains the entire agreement of the parties hereto with respect to the sublease tenancy created hereunder and no prior agreement or understanding (whether oral or written, expressed or implied) pertaining to same shall be effective, and this agreement shall be deemed integrated. This Sublease may only be modified, amended or added to by an agreement in writing executed by the parties hereto. The use of boldface, italics or underlining are for convenience only, and shall have no effect upon the construction or interpretation of this Sublease. If any part of this Sublease is declared invalid, void or illegal, the remaining portions of this Sublease shall not be impaired or invalidated, and this Sublease shall otherwise remain in full force and effect. Notwithstanding any provision to the contrary, this Sublease shall not modify or amend Sublessor’s obligations under the Master Lease.
- 27.4 **Quiet Possession.** Except as provided to the contrary herein, upon paying the rents reserved hereunder and otherwise observing this Sublease, Sublessee shall have quiet possession of the Premises for the Term.
- 27.5 **Examination and Delivery by Sublessee.** Submission of this Sublease for examination or signature by Sublessee does not constitute a reservation of or option to Sublease and shall not be effective as a Sublease or binding legal document until execution and delivery by all parties hereto.

WHEREUPON, THE PARTIES HERETO HAVE EXECUTED THIS SUBLEASE ON
THE DATES INDICATED

SUBLESSEE:

CITY OF SAN DIEGO, a California municipal corporation

Real Estate Assets Department

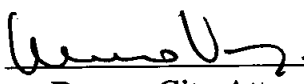
BY:  Date: 2/8/20
Cybele L. Thompson
Director, Real Estate Assets Department

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section
15301 (Existing Facilities).

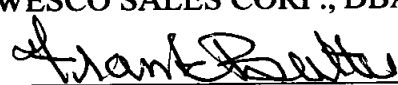
APPROVED AS TO FORM, this 5th day of March, 2020

Mara W. Elliott, City Attorney

BY: 
Deputy City Attorney **Marco A. Verdugo**
Deputy City Attorney

SUBLESSOR

WESCO SALES CORP., DBA DANA LANDING

BY:  Date: 2/25/2020
Frank Butler, President
Wesco Sales Corp.

ADDENDUM NO. 1

Addendum No. 1 to Marina Sublease dated February 18, 2020, between Wesco Sales Corp. dba Dana Landing, Sublessor, and the City of San Diego, Sublessee, regarding Building (portion) at Dana Marina, 2630 Ingraham Street, San Diego, CA 92109.

Article 28

Except as modified by this Addendum, the parties reaffirm each and every provision of the Sublease. In the event of any conflict between the Sublease and this Addendum, the terms of this Addendum shall control.

Article 29

Sublessee acknowledge that Sublessor does not provide any security for the Marina and, consequently, Sublessee assumes all responsibility for vandalism, damages to or theft from the subleased improvements and will hold Sublessor free and harmless from any claims in connection therewith unless any claims on liability arise from the establishment of gross negligence or willful misconduct of the Sublessor, its agents and/or employees.

Article 30

Intentionally Omitted. Article 30

Article 31

Provided Sublessee has not defaulted on any terms of the Sublease herein, Sublessor grants to Sublessee two (2) consecutive options to extend the Term for an additional period of one (1) year each on the same terms and conditions as set forth herein. Said option shall be deemed exercised by Sublessee upon giving notice to Sublessor between 30 and 60 days before the expiration of the term or renewal period then in effect of Sublessee's desire to extend said Sublease. In the event of a default in any term of the Sublease, these options will be cancelled. The Basic Monthly Rent for any renewal option periods shall be \$750.00 per month.

Article 32

Sublessor agrees to remodel the office by removing walls between offices, painting the walls, cleaning and buffing the floors, and removing all furniture.

Article 33

This Sublease is subject and subordinate to the Master Lease with the City of San Diego. Should the Master lease be terminated for any reason while this Sublease is in effect, this Sublease shall terminate and Sublessor shall have no liability to Sublessee under this Sublease as a result of such termination.

Article 34

A default in any other obligation owed by Sublessee to Sublessor under the provisions of this Sublease shall likewise constitute a default under the provisions of this Sublease and shall entitle Sublessor to avail itself at its option, of all remedies available under this Sublease in the event of default hereunder.

Article 35

Sublessee's continuing obligations under this Sublease are hereby made contingent upon the Sublessee obtaining appropriated funds from which payment for contract purposes can be made. Sublessee will use good faith efforts to obtain funding for this Sublease; however, nothing in this Sublease may be considered as implying that City Council will appropriate funds sufficient to extend this Sublease in subsequent fiscal years. Sublessee shall promptly notify Landlord in writing in the event appropriated funds are not available. In such event this Sublease shall terminate as of the date that no further appropriated funds are available and the parties shall have no further obligations hereunder, except for any obligations that expressly survive the expiration or termination of this Sublease.

EXHIBIT A: SITE PLAN

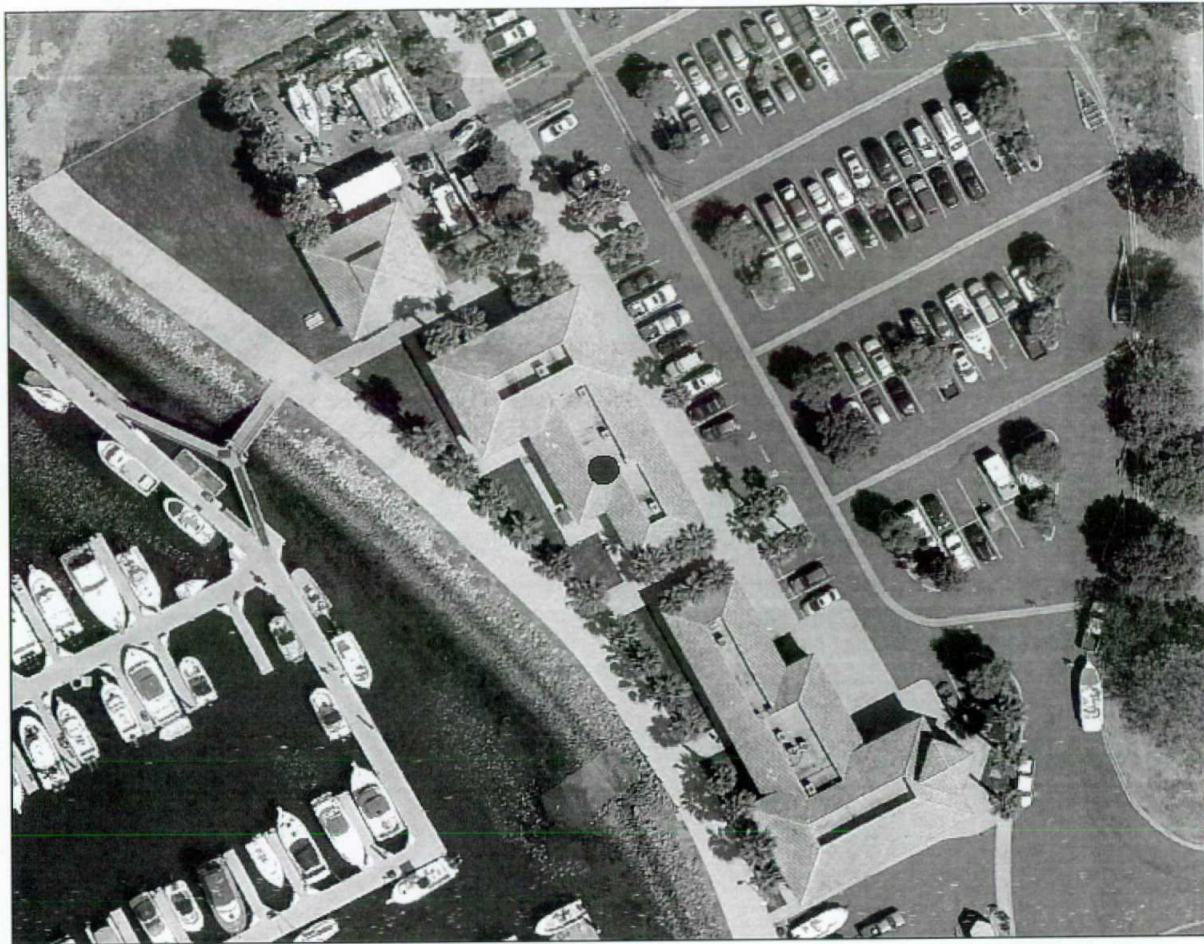


Exhibit A

Office
Location



SanGIS
Map Date: 11/8/19
Aerial Photo: 2017
REACHnet