

SUBLEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of April, 2018

BETWEEN:

Pro Kids Golf Academy of 4085 52nd Street
Telephone: (619) 582-7884 Fax: (619) 582-9377
(the "Tenant")

OF THE FIRST PART

- AND -

Mission Edge San Diego, DBA Hands On San Diego (the "Sublessee")

OF THE SECOND PART

IN CONSIDERATION OF the Tenant, the Sublessee understands that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of the City and Pro Kids Golf Academy, entered into that certain City of San Diego Lease Agreement (Agreement), filed as Document No. 00'20070 in the Office of the San Diego City Clerk, dated July 12, 2011.

Sublessee is leasing those premises from the Tenant and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Sublessee under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4085 52nd Street San Diego, California 92105, as from time to time altered, expanded or reduced by the Tenant in its sole discretion;
 - c. "Common Areas and Facilities" mean:

- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Tenant to be leased to Sublessee of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the Sublessee of the Building or the Tenant and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Tenant as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Tenant and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the office space at 4085 52nd Street San Diego, California 92105 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease and comprises a Leasable Area of 300 square feet.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Tenant agrees to rent to the Sublessee the office space municipally described as 4085 52nd Street San Diego, California 92105, (the "Premises") which is located approximately as shown in red on Schedule "A" attached to and incorporated in the Lease and comprises a Leasable Area of 300 square feet and access to upstairs storage space as needed. Space will be designated upon occupancy. The Premises are more particularly described as follows:

Sublessee will have designated access to the network as well as access to the multipurpose printers. Office supplies such as various sizes of paper, printer ink, and integrated staples will be supplied. Professional support with network related technology as well as the multipurpose printer will be provided. Printer jobs 500 pieces or more require approval from Pro Kids administration. The Premises will be used for only the following permitted use (the "Permitted Use"): Office and meeting space.

3. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Sublessee may revoke any consent previously given under this clause.

Term

4. The term of the lease commences April 1, 2018 and continues on a month to month basis. Sublessee will provide thirty (30) days' notice prior to vacating the property.
5. Notwithstanding that the Term commences on April 1, 2018, the Sublessee is entitled to possession of the Premises at the preference of the Tenant.

Rent

6. Subject to the provisions of this Lease, the Sublessee will pay a base rent of \$500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Sublessee will pay for any fees or taxes arising from the Sublessee's business.
7. The Sublessee will pay the Base Rent on or before the First of each and every month of the Term to the Tenant at 4085 52nd Street San Diego, California 92105, or at such other place as the Tenant may later designate.
8. For any payment of Rent that is received after the due date, the Sublessee will be charged an additional amount as follows: Sublessee's are permitted a grace period of five days. Starting the sixth, Sublessee's will be charged \$25 per day until received.
9. No acceptance by the Tenant of any amount less than the full amount owed will be taken to operate as a waiver by the Tenant for the full amount or in any way to defeat or affect the rights and remedies of the Tenant to pursue the full amount.

Operating Costs

10. The Tenant will be responsible for paying the following operating costs:
 - a. property or building taxes and sales or use taxes related to the Building or this Lease;
 - b. cleaning and janitorial services;

- c. operating and servicing elevators;
- d. all utilities supplied to the Common Areas and Facilities;
- e. security;
- f. window cleaning;
- g. all insurance relating to the Building as placed by the Tenant from time to time, acting prudently;
- h. repairs and replacements to the Building and any component of the Building;
- i. accounting and auditing;
- j. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
- k. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;
- l. supplies used in relation to operating and maintaining the Building;
- m. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
- n. all outdoor maintenance including landscaping and snow removal;
- o. operation and maintenance of parking areas; and
- p. Preventive maintenance and inspection.

11. For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

12. The Sublessee will carry on business under the name of Hands on San Diego and will not change such name without the prior written consent of the Tenant, such consent not to be unreasonably withheld. The Sublessee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Tenant.

13. The Sublessee covenants that the Sublessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

14. On execution of this Lease, the Sublessee will pay the Tenant a security deposit equal to the amount of \$500.00 (the "Security Deposit") to be held by the Tenant without interest. The Tenant will return the Security Deposit to the Sublessee at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Sublessee may not use the Security Deposit as payment for the Rent.
16. Within 30 days after the termination of this tenancy, the Tenant will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to the place as the Sublessee may advise.

Quiet Enjoyment

17. The Tenant covenants that on paying the Rent and performing the covenants contained in this Lease, the Sublessee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

18. If and whenever the Sublessee is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Tenant may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Sublessee's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Sublessee or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Sublessee hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Tenant's right of distress.

Overholding

19. If the Sublessee continues to occupy the Premises without the written consent of the Tenant after the expiration or other termination of the term, then, without any further written agreement, the Sublessee

will be a month-to-month Sublessee at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

20. If the Tenant reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Tenant may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Sublessee hereby releases the Tenant from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Tenant may expel and remove, forcibly, if necessary, the Sublessee, those claiming under the Sublessee and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Tenant has removed the property of the Sublessee, the Tenant may store such property in a public warehouse or at a place selected by the Tenant, at the expense of the Sublessee. If the Tenant feels that it is not worth storing such property given its value and the cost to store it, then the Tenant may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Sublessee to the Tenant. The Tenant will not be responsible to the Sublessee for the disposal of such property other than to provide any balance of the proceeds to the Sublessee after paying any storage costs and any amounts owed by the Sublessee to the Tenant;
- e. the Tenant may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Tenant may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Sublessee, and, if necessary to collect the rents and profits the receiver may carry on the business of the Sublessee and take possession of the personal property used in the business of the Sublessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Sublessee;

- g. after reentry, the Tenant may terminate the Lease on giving 5 days written notice of termination to the Sublessee. Without this notice, reentry of the Premises by the Tenant or its agents will not terminate this Lease;
- h. the Sublessee will pay to the Tenant on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Tenant incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Sublessee, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Tenant expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Tenant, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Tenant, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Tenant's Right to Enter

- 21. The Tenant and the Sublessee will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

- 22. Upon giving written notice no later than 120 days before the expiration of the term of this Lease, the Sublessee may renew this Lease for a longer term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Utilities and Other Costs

23. The Tenant will pay all utilities.

Insurance

24. The Sublessee is hereby advised and understands that the personal property of the Sublessee is not insured by the Tenant for either damage or loss, and the Tenant assumes no liability for any such loss. The Sublessee is advised that, if insurance coverage is desired by the Sublessee, the Sublessee should inquire of Sublessee's insurance agent regarding a Sublessee's Policy of Insurance.
25. The Sublessee is not responsible for insuring the Tenant's contents and furnishings in or about the Premises for either damage or loss, and the Sublessee assumes no liability for any such loss.
26. The Sublessee is not responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the Building on the Premises, and the Sublessee assumes no liability for any such loss.
27. The Sublessee is responsible for insuring the Premises for liability insurance for the benefit of the Sublessee and the Tenant.
28. The Sublessee will provide proof of such insurance to the Tenant upon the issuance or renewal of such insurance.

Abandonment

29. If at any time during the Term, the Sublessee abandons the Premises or any part of the Premises, the Tenant may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Sublessee for damages or for any payment of any kind whatever, and may, at the Tenant's discretion, as agent for the Sublessee, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Tenant's option, hold the Sublessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Tenant by means of the reletting. If the Tenant's right of reentry is exercised following abandonment of the premises by the Sublessee, then the Tenant may consider any personal property belonging to the Sublessee and left on the Premises to also have been abandoned, in which case the Tenant may dispose of all such personal property in any manner the Tenant will deem proper and is relieved of all liability for doing so.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Sublessee will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Tenant's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Sublessee may take place without first obtaining the written consent of the Tenant, which consent will not be unreasonably withheld so long as the Sublessee and the Purchaser are able to provide the Tenant with assurances, in a form satisfactory to the Tenant, that the Sublessee's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Tenant, after completion of the said bulk sale.

Care and Use of Premises

34. The Sublessee will promptly notify the Tenant of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. The Sublessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Tenant, disturbs the comfort or convenience of other Sublessees.
36. The Sublessee will not engage in any illegal trade or activity on or about the Premises.
37. The Tenant and Sublessee will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

38. At the expiration of the lease term, the Sublessee will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

39. The Sublessee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

40. The Sublessee will obey all rules and regulations posted by the Tenant regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Sublessee in and around the Building on the Premises.

Access Inspection

41. The Premises has been inspected by a Certified Access Specialist, and the Sublessee acknowledges receiving the information required by section 1938 of the California Civil Code (the "Access Disclosure") at least 48 hours prior to executing this Lease. The Sublessee will keep the Access Disclosure confidential.
42. The Access Disclosure is provided only to comply with section 1938 of the California Civil Code and is not a warranty or representation under the Lease or of any current or future compliance with accessibility standards regarding the Premises.

General Provisions

43. Any waiver by the Tenant of any failure by the Sublessee to perform or observe the provisions of this Lease will not operate as a waiver of the Tenant's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Tenant's rights in respect of any subsequent default or breach.
44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Sublessee to the Tenant pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Tenant as rental arrears.

46. Where there is more than one Sublessee executing this Lease, all Sublessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
47. Time is of the essence in this Lease.
48. This Lease will constitute the entire agreement between the Tenant and the Sublessee. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Tenant not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 2nd day of March, 2018.

Pro Kids Golf Academy (Tenant)

(Witness)

Per: _____ (SEAL)

Josh Burgner
Josh Burgner (Mar 2, 2018)

(Witness)

Mission Edge San Diego (Sublessee)

Per: Justin Apger
Justin Apger (Mar 2, 2018) _____ (SEAL)

180401LeaseAgreement.MissionEdge.HandsOn

Adobe Sign Document History

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