

MODIFICATION OF MEMORANDUM OF UNDERSTANDING

This Modification of Memorandum of Understanding ("Modification") is effective June 30, 2013, between the BOYS & GIRLS CLUBS OF GREATER SAN DIEGO (formerly known as the BOYS & GIRLS CLUBS OF INLAND NORTH COUNTY) (the "Club") and NEIGHBORHOOD HOUSE ASSOCIATION, a California nonprofit public benefit corporation ("NHA").

RECITALS

A. WHEREAS, the Club leases from the City of San Diego (the "City") the real property located at 2930 Marcy Avenue, San Diego, California, in the County of San Diego, State of California as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, NHA and the Club entered into the Memorandum of Understanding dated July 1, 2008, wherein the termination date is June 30, 2013;

C. WHEREAS, the parties have negotiated and are in the process of executing a new Memorandum of Understanding which is to be effective as of July 1, 2013;

D. WHEREAS, the parties desire to keep the Memorandum of Understanding dated July 1, 2008 operative and effective during the process stated above in the event the new Memorandum of Understanding is not executed prior to the expiration of the July 1, 2008 Memorandum of Understanding;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **Term.** In the event a new Memorandum of Understanding (MOU) is not executed by the Parties hereto, prior to the automatic termination date referenced in the MOU effective July 1, 2008, the Term shall convert to a month-to-month tenancy commencing July 1, 2013 and ending at 11:59 p.m. no later than August 31, 2013.

2. **Ratification and Confirmation.** Except as provided herein, the terms and conditions of the Memorandum of Understanding dated July 1, 2008 mentioned above shall remain unchanged and unaffected,

Modification of Memorandum of Understanding-BOYS' AND
GIRLS' CLUBS
AND NHA - OAKS BRANCH

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BOYS & GIRLS CLUBS
OF GREATER SAN DIEGO

CHANGING LIVES.
SDYouth.org

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Vice President, Operations

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San Diego, CA 92177

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3. **Conflict.** In the event of any conflict or inconsistency between the provisions of this agreement and the aforementioned Memorandum of Understanding dated July 1, 2008, the provisions of this Modification shall control in all respects.

THE CLUB: ~~BOYS AND GIRLS CLUBS OF GREATER SAN DIEGO~~

By: _____

Danny Sherlock, CEO

Address: _____

115 W. Woodward
Escondido, CA 92025

Tel. #: 760-7463315

Facsimile: 760-740-0242

NHA: NEIGHBORHOOD HOUSE ASSOCIATION

By: _____

Michael Kemp, EVP/COO

(Print name and title)

Address: _____

5660 Copley Dr.
San Diego, CA 92111

Tel. #: 858-715-2642

Facsimile: 858-715-2670

Dwight D. Smith
Reviewed
By 
NHA Legal Dept

SUBLEASE

This Sublease ("Sublease") is entered into July 1, 2013, between the BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, a California nonprofit corporation ("Landlord" or the "Club") and NEIGHBORHOOD HOUSE ASSOCIATION, a California nonprofit corporation, ("Tenant" or "NHA") (each a "Party" and collectively the "Parties").

RECITALS

A. Pursuant to the Lease Agreement entered into by the City of San Diego and the Club filed January 24, 2005 ("City Lease" or "Lease") wherein the Club leases from the City of San Diego (the "City" sometimes referred to as "City Landlord") the improved real property located at 2930 Marcy Avenue, San Diego, California, County of San Diego, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, NHA is contracted through the Federal Department of Health & Human Services to provide Head Start Program services, including comprehensive health, social services and child care services to children in communities located throughout San Diego County;

C. WHEREAS, NHA desires to continue offering its comprehensive services for the care and welfare of children, known as the Webster Head Start Program (or "Head Start Program") at the space located on the Property consisting of four (4) classrooms, one (1) kitchen and one (1) office, collectively measuring approximately four thousand five hundred (4,500) square feet (the "Premises") as depicted in Exhibit "B", attached hereto and incorporated herein by reference; and

D. NHA desires to sublet the Premises from the Club and the Club desires to sublease the Premises to NHA.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subleased Premises.

J. I. Subject to the approval of this Sublease by the City and subject to the provisions of the City Lease, the Club hereby subleases to NHA and NHA leases from Club, upon all of the terms and conditions set forth in this Sublease, space located at the Property and the improvements thereon, as depicted on the attached Exhibit "B" incorporated herein by reference (the "Premises"). This Sublease subordinates to the applicable covenants and conditions of the City Lease. In the event of a conflict between the provisions of this Sublease and the City Lease, those provisions contained in the City Lease shall control unless the City authorizes the modification in writing.

1.2 Acceptance of Premises.

1.2.1 NHA acknowledges that NHA is currently in possession of the Premises. By signing this Sublease, NHA represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the real property. NHA agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Sublease. NHA further acknowledges that the Premises is in the condition called for by this Sublease and NHA does not hold Club responsible for any defects in the real property.

1.2.2 California Civil Code Section 1983 Disclosure. NHA further acknowledges that the Property has not been inspected by a Certified Access Specialist (CASp) and it has not been determined or reported whether the Property is in compliance with California Civil Code Section 55.53 to meet all applicable construction related access standards.

The Property has not been reviewed for any ecologically sensitive areas including but not limited to wetlands, flood plains, aquifers or conservation areas.

1.3 Sublease Conditioned Upon Approval by City. This Sublease is expressly conditioned upon the Club's receipt of the written approval of the Sublease and the hours of operation of the Head Start Program by the City.

2. Term.

2.1 Term. The term ("Term") of this Sublease is for a period of sixty (60) months commencing on July 1, 2013 and ending at 11:59 on June 30, 2018 unless sooner terminated under the terms of this Sublease.

3. Rent.

3.1 Base Rent. NHA shall pay to Club Base Rent as minimum monthly rent, without deduction, setoff, prior notice, or demand the sum of \$6,075.00 per month. Monthly installments of Base Rent shall be payable monthly, in advance, on the first day of each month. The first month's rent shall be paid upon execution of this Sublease. The rent for any partial month shall be prorated on the basis of a thirty (30) day month. Rent shall be paid in lawful money of the United States to Club at the address set forth on the signature page of this Sublease or to such other person or at such other place as Club may designate in writing.

3.2 Additional Costs. In addition to the Base Rent, NHA shall pay to the Club the following additional costs:

3.2.1 Utilities. NHA shall pay to the Club 50% of the share of utilities, including water, gas and electrical for the Premises.

3.2.2 Other Upkeep. NHA shall pay to the club 18% of the cost of security, exterminator expenses and landscaping costs.

3.2.3 Payment of Additional Costs. Unless otherwise agreed in writing, NHA shall pay all Additional Costs then due with the next Monthly Consideration installment. Additional Costs shall be estimated from the prior year's average monthly costs. The difference between the estimated actual cost of utilities and the estimated paid per month will be billed by the Club quarterly and paid by NHA on a quarterly basis, within thirty (30) days of the date of said bill.

4. Use and Obligations of Parties.

4.1 Use. NHA shall use those portion of the Club's Property subleased to NHA herein solely for NHA's Head Start Program, with a maximum limit of one hundred nineteen (119) pre-school children, located on the subleased Premises at any one time, and for no other purpose.

4.2 Compliance With Law, Rules and Regulations.

4.2.1 Compliance with Law. NHA shall comply with and observe all statutes, ordinances, regulations, orders and decrees of federal, state and city governments, or any departments, bureaus or agencies thereof, and all covenants and restrictions and requirements regulating the use of the Premises, whether now in force or promulgated in the future. Any and all expense resulting from such compliance shall be born by NHA. NHA shall not use nor permit the use of the Premises in any manner which will tend to create waste or a nuisance or shall tend to disturb any other tenants in the building in which the Premises is located (the "Building").

4.2.2 Rules and Regulations. NHA agrees that it will abide by, keep and observe all reasonable rules and regulations which the Club may make from time to time for the management, safety, care and cleanliness of the Premises, the Building and the surrounding areas as well as for the convenience of other occupants and tenants of the Building, if any. The violation of any such rules and regulations shall be deemed a material breach of this Agreement by NHA.

4.3 Obligations of NHA.

4.3.1 NHA shall obtain all required regulatory certificates necessary for the operation of Head Start Services on the Premises.

4.3.1.1 In addition to any other requirements hereunder, NHA shall provide the Club with copies of all licenses, regulatory permits and the required documentation needed to maintain currency, including but not limited to personnel files, Title XXII, Title V, Head Start and NAEYC accreditation requirements, proof of insurance and other documents reasonably required by the Club and/or by the City.

4.3.1.2 NHA shall comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-10 and FMC 74-4, as they relate to the application, acceptance and use of federal funds for federally assisted projects.

4.3.1.3 NHA shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

4.3.1.4 Any contractor and subcontractor hired by NHA shall fully comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other Federal and State laws and regulations hereinafter enacted.

4.3.1.5 NHA shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").

4.3.1.6 NHA shall comply with the provisions of the Hatch Act, which limits the political activity of employees.

4.3.2 NHA shall provide all staff, equipment and supplies, including educational curriculum, required to meet the specified requirements of the Head Start Program.

4.3.3 NHA shall, at NHA's sole expense, provide janitorial services to and keep in good order and condition the Premises and all parts thereof. NHA shall not cause or permit any waste or injury to the Premises and shall keep the Premises free from any and all objectionable noises, odors, rubbish and debris inconsistent with the proper operation of the Head Start Program.

4.3.4 NHA shall obtain and provide copies to Club of all parental confidentiality statements indicating NHA's written permission to share its information pertaining to program enrollment eligibility with the Club.

4.3.5 NHA shall provide meals and/or snacks for Head Start children in accordance with the Child and Adult Care Food Programs (CACFP).

4.3.6 NHA shall provide the resources necessary to maintain compliance of the Premises with Community Care Licensing (Title XXII of the Health and Safety Code), California Education Code (title V), and standards set by the National Association for the Education of Young Children (NAEYC) accreditation at the Premises.

4.3.7 NHA shall provide Head Start enrollment preference to the children or family of Club Members to the maximum extent allowed by the terms of its grants.

4.3.8 As a material condition of this Agreement, NHA shall be subject to and abide by any requirements and provisions contained in the City Lease dated January 24, 2005. In addition, NHA acknowledges that this Agreement is subject to the City's approval of the hours of operation of NHA.

4.3.9

4.3.9.1 Taxes. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of property taxes levied on such interest. Lessee further agrees to pay any and all property taxes, if any, assessed during the term of this Lease, pursuant to Section 107 and 107.1 of the Revenue and Taxation Code, against Lessee's possessory interest in the Leased Premises.

4.3.9.2 Taxes. NHA shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against NHA's personal property installed or located in or on the Premises, if any, and that they become payable during the Term. NHA shall furnish the Club with satisfactory evidence of these payments, if any. If any Taxes on NHA's personal property are levied against the Club or the Club's property, or if the assessed value of the Premises or Building is increased by the inclusion of a value placed on NHA's personal property, and if the Club pays the Taxes on any of these items or the Taxes based on the increased assessment of these items, NHA, on demand, shall immediately reimburse the Club for the sum of the Taxes levied against the Club and attributable to NHA's personal property. The Club shall have the right to pay these Taxes regardless of the validity of the levy.

4.4 Responsibilities of the Parties Collectively.

4.4.1 The Parties shall work together toward the mutual goal of increasing the growth and development of pre-school age youth.

4.4.2 The Parties shall be responsible to ensure that prior to their individual performance of this Agreement, the Parties' employees, contractors and/or agents assigned to work at the Property are fingerprinted at a California State recognized facility for fingerprint clearance. The Parties agree not to place at the Property any of its employees, contractors or agents who have a conviction of a serious or violent felony as defined by Education Code Section 44830.1, or sex offense as defined in Education Code Section 44010, or controlled substance offense as defined by Education Code Section 44011. Upon request by either Party to the other, evidence of its compliance with this Section shall be provided in a commercially reasonable time frame.

4.4.3 Cooperate with the each other to ensure effective communication, optimum utilization of resources and the achievement of program goals and objectives.

4.4.4 Each Party shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private

gain for themselves or others, particularly those with whom they have family, business or other ties.

4.4.5 The Parties acknowledge and agree that they shall not publish or use each other's name in any advertising, sales, promotional or other publicity materials without the prior written consent of the other party.

5. Maintenance, Repair and Alteration of Premises. No material alterations, improvements, installations or modifications may be made to the Premises without the prior written consent of the Club.

5.1 Condition of Premises. NHA hereby accepts the Premises in the condition existing as of the Sublease commencement date as set forth in Section 2.1, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises and the Building, and any covenants or restrictions. NHA acknowledges that neither Landlord nor Landlord's agent, if any, has made any representation or warranty as to the present or future suitability of the Premises or the Building for the conduct of NHA's business.

5.2 Club's Obligations For Repair and Maintenance. Club shall repair and maintain in good condition the structural parts of the Building which structural parts include only the foundations, bearing and exterior walls, subflooring, roof, gutters and downspouts on the Building. To the fullest extent allowed by law, NHA hereby expressly waives the benefits of any statute now or hereafter in effect including, but not limited to, Civil Code Sections 1941 and 1942, which would otherwise give NHA the right to make repairs and deduct the cost thereof from rent or the right to terminate this Sublease because of Club's failure to keep the Premises in good order, condition and repair.

5.3 NHA's Obligations For Repair and Maintenance. NHA shall, at NHA's sole expense, keep in good order, condition and repair the Premises and all parts thereof (whether or not the damaged portion of the Premises or the means of repairing the same are reasonably or readily accessible to NHA) including, without limitation, all glass, doors, frames, plumbing, heating, air conditioning, ventilating and electrical systems, lighting facilities, fixtures, interior walls, interior surface of exterior walls, ceilings, plate glass and skylights, and all of NHA's personal property within the Premises. All operation and maintenance, repair and replacement shall be made in compliance with all applicable laws and governmental regulations. If NHA fails to perform NHA's obligations under this Section 5.3, Club may, at Club's sole option, enter the Premises and perform such obligations on NHA's behalf and put the Premises or any part thereof in good repair. The cost therefor, together with interest thereon at the maximum rate then allowed by law, shall be immediately due and payable as additional rent to Club.

5.4 Common Areas.

Common areas ("Common Areas") means all areas and facilities outside the Premises and within the exterior boundaries of the real property on which the Building and Premises are located and which are for the general use and convenience of NHA and other tenants of the Building. Common Areas include, without limitation, sidewalks, entrance ways, service areas, patios, landscaped areas, hallways, public restrooms, stairways, parking areas, driveways, roadways, loading areas, elevators, and hallways. Club shall repair and maintain the Common Areas in good condition. Club may establish and enforce reasonable rules and regulations concerning the Common Areas. Further, Club may temporarily close any of the Common Areas for maintenance or repair purposes. Club may select a person or organization to maintain and operate any of the Common Areas. Club shall also have the right to make changes to the Common Areas including, without limitation, changes in the location of driveways, entrances, exits and parking spaces.

5.5 Alterations, Additions and Improvements. NHA shall not make any alterations, additions or improvements to the Premises or the Building without the prior written consent of Club and the City, if required under the Lease. If such consent is granted, any such alteration, addition or improvement shall be made in accordance with all applicable federal, state and municipal laws, rules and regulations as well as all covenants and restrictions. This Section shall specifically include carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, cabinets and fencing. If Club grants such consent, Club may require NHA to remove any and all such alterations, additions or improvements at the expiration of the Term and restore the Premises and/or the Building to its condition as of this commencement of this Sublease. If Club does not require such removal and restoration, all alterations, additions and improvements shall become the property of Club and remain upon and be surrendered with the Premises at the expiration of the Term.

NHA shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for NHA at or for use in the Premises or the Building, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, Building or any interest therein. Club may also require NHA to provide Club, at NHA's sole cost and expense, a lien and completion bond in an amount equal to 1 1/2 times the estimated cost of such alterations, additions or improvements to insure Club against any liability for mechanic's and materialmen's liens and to insure completion of the work. The bond shall meet the requirements of Civil Code Section 3143. If NHA shall, in good faith, contest the validity of any such claim, lien or demand, then NHA shall, at its sole expense, defend itself and Club against the same and shall pay and satisfy any such adverse judgement that may be rendered thereon before the enforcement thereof against the Club or the Premises, upon the condition that if Club shall require, NHA shall furnish to Club a surety bond satisfactory to Club in an amount equal to such contested lien, claim or demand indemnifying Club against liability for the same and holding the Premises free from the effect of such lien, claim or demand. In addition, Club may require NHA to pay Club's attorneys fees and costs of participating in such action.

NHA shall give Club not less than ten (10) days written notice prior to the commencement of any work in the Premises, and Club shall have the right to post notices of nonresponsibility in the Premises. Any proposed alterations, additions or improvements shall be presented to Club in written form with detailed plans. If NHA makes any alteration, addition or improvement without the prior written consent of Club, Club may require NHA to remove any or all of the same.

6. **Insurance and Indemnity.**

6.1 **Liability Insurance.** NHA shall, at NHA's sole expense, obtain and keep in force during the Term of this Sublease a policy of public liability insurance including combined single limit bodily injury and property damage insurance insuring the Club, the City and NHA against any liability arising out of the ownership, use, occupancy and maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy shall insure performance by NHA of the indemnity provisions of Section 6.5. The limits of the insurance shall not, however, limit the liability of NHA hereunder. Certificates of Insurance showing Club as an additional insured shall be provided to Club within ten (10) days of execution of this Sublease and each time said policy is renewed.

6.2 **NHA's Failure to Obtain Insurance.** If NHA fails to procure and maintain any insurance required by Section 6.1, Club may, but shall not be required to, procure and maintain such insurance. NHA shall immediately reimburse Club for all costs therefor together with interest thereon at the maximum rate then allowed by law.

6.3 **Increase of Insurance.** NHA shall not operate, occupy, maintain, or use the leased portions of the Property in such a manner as to result in cancellation of the Club's insurance or that results in an increase of the Club's liability and/or property damage insurance. In the event that the Club's insurance is increased solely by reason of NHA's use, occupancy, maintenance, or operation of the leased premises, then NHA shall promptly reimburse the Club for such increased cost upon demand by the Club.

The NHA acknowledges that it shall have the sole responsibility for maintaining property damage insurance on its fixtures and equipment and other personal property located at the Premises.

6.4 **Insurance Policies.** Insurance required hereunder shall be with companies holding a general policy holder's rating of at least B plus, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of Best's Insurance Guide. NHA shall deliver to Club copies of the policies of insurance or certificates evidencing the type and amount of the insurance for all insurance required to be maintained by NHA. No policy shall be cancelable or subject to reduction in coverage or other modification except after thirty (30) days prior written notice to Club. NHA shall, at least thirty (30) days prior to the expiration of such

policy, furnish Club with renewals or binders thereof, or Club may order such insurance and charge the cost thereof to NHA, which amount shall be payable by NHA upon demand. NHA shall not do or permit to be done anything which will invalidate any insurance policies required in this Section 6. All policies of insurance shall name Club (and at Club's option any additional parties designated by Club) as an additional insured.

6.5 Indemnity. NHA shall indemnify and hold the Club and the City harmless from and against any and all claims arising from NHA's use of the Premises, or from the conduct of NHA's business or from any activity, work or thing done, permitted or suffered by NHA in or about the Premises or the Building or elsewhere. NHA shall further indemnify and hold Club and the City harmless from and against any and all claims arising from any breach or default in the performance of any obligation of NHA under this Sublease or arising from any negligence of the NHA or any of NHA's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Club by reason of any such claim, NHA, upon notice from Club, shall defend the same at NHA's expense by counsel satisfactory to Club. NHA, as a material part of the consideration to Club, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause and NHA hereby waives all claims in respect thereof against Club.

6.6 Exemption of Club from Liability. NHA hereby agrees that the Club and the City shall not be liable for injury to NHA's business or for any loss of income therefrom or for damage to the goods, wares, merchandise or other property of NHA, NHA's employees, invitees, customers or any other person in or about the Premises. Further, the Club and the City shall not be liable for any injury to NHA, NHA's employees, agents or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain or from breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources or places and regardless of whether the cause of damage or injury or the means of repairing the same is inaccessible to NHA. Club shall not be liable for any damages arising from any act or neglect of any other tenants of the Building.

7. Damage or Destruction.

7.1 Partial or Total Damage or Destruction of Premises. In the event that the Premises or the Building are partially or totally damaged or destroyed, from any cause whatsoever, except through fault of NHA, whether or not such damage or destruction is covered by the insurance required under Section 6, then Club may, at Club's sole option, either: 1) restore the Premises, Building, or improvements to the condition existing immediately prior to such damage or destruction and this Sublease shall remain in full force and effect; or 2) terminate this Sublease immediately; provided, however, that if the cost of restoration of the damage or destruction is Ten Thousand Dollars (\$10,000.00) or less and insurance proceeds are available for such restoration, Club shall

repair the Premises or Building to their condition existing immediately prior to the damage or destruction. Any damage caused through fault of the NHA shall be repaired and restored to the condition existing immediately prior to such damage or destruction at the sole cost and expense of the NHA. NHA agrees that preliminary steps toward performing repairs, restoration or replacement shall be commenced within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter in a manner acceptable to Club, in Club's sole discretion.

7.2 Abatement of Rent. If the Premises are partially or totally damaged or destroyed, and if Club restores the Premises under the provisions of Section 7.1, monthly rent shall be abated proportionately with the degree to which NHA's use of the Premises is impaired commencing from the date of damage or destruction and continuing during the period of such restoration until the restoration is completed so that NHA may use the Premises for NHA's usual business.

7.3 Waiver. NHA waives the provisions of any statutes which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed by the terms of this Sublease.

8. Intentionally Left Blank.

9. Licenses and Permits.

It shall be the sole and full responsibility of NHA, at its cost, to obtain all permits and licenses as are necessary to the use, operation, occupancy and/or maintenance of those portions of the Club's property leased herein to NHA.

10. Hours of Operation. Subject to the written consent of the City, NHA shall conduct its operation of the Head Start Program on the Premises during the following hours: Monday through Friday, except holidays, 7:00 a.m. to 6:00 p.m. and occasional evening or weekend use for Parent and/or Staff Meetings.

11. Default.

11.1 NHA's Default. The occurrence of any of the following shall constitute a default by NHA:

11.1.1 Failure to pay rent or other sums when due.

11.1.2 Abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days, except for scheduled holidays or breaks shall be deemed an abandonment and vacation).

11.1.3. Failure to perform any other provision of this Sublease (a non-monetary default) if the failure to perform is not cured within thirty (30) days after notice has been given to NHA. If the default cannot reasonably be cured within thirty (30) days, NHA shall not be in default of this Sublease if NHA commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this Section shall specify the alleged default and the applicable Sublease provisions, and shall demand that NHA perform the provisions of this Sublease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Sublease unless Club so elects in the notice.

The purpose of the notice requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California.

11.1.4. Violation by NHA of any provisions of covenants, conditions and restrictions ("CC&Rs") and/or any other recorded documents affecting the Premises.

11.1.5. No interest of NHA in this Sublease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment and a default hereunder:

11.1.5.1. If NHA is or becomes bankrupt or insolvent or is unable to pay NHA's debts as they become due, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which NHA is the bankrupt; or, if NHA is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

11.1.5.2. If a writ of attachment or execution is levied on this Sublease;

11.1.5.3. If, any proceeding or action to which NHA is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by NHA and Club shall have the right to elect to terminate this Sublease, in which case this Sublease shall not be treated as an asset of NHA.

12. Termination.

This Sublease may be terminated as follows:

12.1 In the event that during the term of this Sublease, governmental funding is either eliminated or reduced to a point so as to render continued operation of the Head Start Program impractical or impossible, NHA may terminate this Sublease upon ninety (90) days' written notice to the Club.

12.2 By Club, for NHA's breach of any covenant or condition contained in this Sublease which is not cured within thirty (30) days immediately following written notice from the Club of such alleged breach.

12.3 By mutual agreement of the Parties hereto.

12.4 Exception to Termination. Notwithstanding the above provisions regarding termination, this Sublease shall not be terminated prior to June 30 in any year for which NHA has received funding for its Head Start Program.

12.5 Surrender; Termination. Upon termination of this Sublease, NHA shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. NHA shall repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Unless Landlord requests the removal as set forth in Section 6.5, all alterations, improvements and additions shall become the property of the Club and remain upon and be surrendered with the Premises at the expiration of the Term.

12.6 In the event the Head Start Program is terminated hereunder, NHA shall, upon the written consent of the parents or guardians of the children then enrolled in the program, provide to the Club a record of all students then participating in the program, which record shall include each student's name, the name of the student's parent(s) or guardian(s), address and telephone number. The purpose for providing said records shall be to allow the Club, in its sole discretion, to continue providing service similar in nature to the Head Start Program to said students.

13. Late Charges.

NHA hereby acknowledges that late payment by NHA to the Club of rent and other sums due under this Sublease will cause the Club to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on the Club by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from NHA is not received by the Club within ten (10) days after such amount is due then NHA shall immediately pay to Club a late charge equal to six percent (6%) of

the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Club will incur by reason of late payment by NHA. Acceptance of the late charge by the Club shall in no event constitute a waiver of NHA's default with respect to such overdue amount, nor prevent the Club from exercising any of the other rights and remedies granted under this Sublease. If a late charge is payable hereunder, whether or not collected, for three (3) installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision of this Sublease to the contrary.

14. Condemnation.

14.1. Definitions. "Condemnation" means: (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor; and (b) a voluntary sale or transfer by Club to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

"Date of Taking" means the date the condemnor has the right to possession of the property being condemned.

"Award" means all compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation.

"Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

If, during the Term or during the period of time between the execution of this Sublease and the date the Term commences, there is a taking of all or any part of the Premises, Building, other improvements or real property of which the Premises are a part or of any interest in this Sublease by condemnation, the rights and obligations of the parties shall be determined pursuant to this Section.

14.2. Total Taking. If all of the square footage in the Premises is taken by Condemnation, this Sublease shall terminate on the Date of Taking.

14.3. Partial Taking. If a portion of the square footage but less than all of the square footage of the Premises or of the Building or the real property of which the Premises are a part, is taken by condemnation, Landlord, within sixty (60) days after the Date of Taking, may terminate this Sublease as of a date specified in a written notice given to NHA by Landlord within that sixty (60) day period. If Landlord does not give notice of termination to NHA within that sixty (60) day period, then this Sublease shall continue in full force and effect; provided, however, that if a portion of the square footage but less than all of the square footage in the Premises is taken, monthly rent shall be reduced by an amount that is in the same ratio to monthly rent as the total square footage in the Premises taken bears to the total square footage in the Premises immediately before that Date of Taking.

14.4 Waiver of California Code of Civil Procedure Section 1265.130. NHA waives the provisions of Code of Civil Procedure Section 1265.130 allowing a party to petition the superior court to terminate this Sublease in the event of a partial taking of the Premises.

14.5 Restoration of Premises. If there is a partial taking of the Premises and this Sublease remains in full force and effect NHA at its cost shall accomplish all necessary restoration with no abatement of rent.

14.6 Award. The entire award shall belong to and be paid to Landlord except that NHA shall receive from the award a sum attributable to NHA's improvements or alterations made to the Premises by NHA in accordance with this Sublease which NHA has the right to remove from the Premises pursuant to the provisions of this Sublease but elects not to remove.

15. No Broker.

NHA represents that neither the Premises, nor any portion of the Building, was presented to it or to any person representing it by any broker or finder and that no broker or finder was involved in the leasing of the Premises. NHA warrants that no claim for commission for the leasing shall be presented to Landlord. Further, NHA agrees to indemnify and defend Landlord in the event of any such claims.

16. Assignment.

16.1 No Assignment. NHA shall not voluntarily assign or encumber its interest in this Sublease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent which consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without Landlord's prior written consent shall be voidable and, at Landlord's election, shall constitute a material default of this Sublease. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section.

16.2 If Consent is Given. If Landlord consents to a sublease or assignment of this Sublease, NHA immediately and irrevocably assigns to Landlord, as security for NHA's obligations under this Sublease, all rent from any subletting of all or any part of the Premises as permitted by this Sublease, and Landlord, as assignee and as attorney-in-fact for NHA, may collect such rent and apply it towards NHA's obligations under this Sublease; except that, until the occurrence of an act of default by NHA, NHA shall have the right to collect such rent. All rent received by NHA from its sublease in excess of the rent payable by NHA to Landlord under this Sublease shall be paid to Landlord, or any sums to be paid by an assignee to NHA in consideration of the assignment of this Sublease shall be paid to Landlord if Landlord consents to a sublease or assignment. If NHA requests Landlord to consent to a proposed assignment or subletting, NHA shall pay to Landlord, whether or not consent is ultimately given, Landlord's reasonable attorney's fees incurred in

connection with each such request.

16.3. Assignment by Operation of Law. No interest of NHA in this Sublease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

16.3.1. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.3.2. If a writ of attachment or execution is levied on this Sublease;

16.3.3. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Sublease, in which case this Sublease shall not be treated as an asset of NHA.

17. Estoppel Certificate. Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying certain facts including, without limitation, that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect) and the dates to which the rental, the security deposit, and other charges, if any, are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder; and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder; or specifying such defaults, events, or conditions, if any are claimed. It is expressly understood and agreed that any prospective purchaser or encumbrancer of all or any portion of the Premises or the Building or of the real property of which they are a part shall be entitled to rely upon any such statement. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, constitute a breach or default under this Sublease. If such option is not so exercised by Landlord, Tenant's failure shall be conclusive upon Tenant that (i) this Sublease is in full force and effect without modification except as may be represented by Landlord; (ii) that there are no uncured defaults in Landlord's performance; and (iii) that not more than one (1) month's rental has been paid in advance. If Tenant fails to deliver the certificate within ten (10) days, Tenant irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the certificate to a third party.

18. Subordination. Tenant agrees upon request of Landlord to subordinate this Sublease and its rights hereunder to the lien of any mortgage, deed of trust or other encumbrance, together

with any conditions, renewals, extensions, or replacements thereof, now or hereafter placed, charged or enforced against the Landlord's interest in this Sublease and the leasehold estate thereby created, the Premises, the Building or improvements included therein or the real property of which the Premises are a part, and deliver at any time and from time to time upon demand by Landlord any documents required to effectuate such subordination. In the event that Tenant fails, neglects or refuses to execute and deliver any such document within ten (10) days after receipt of written notice to do so and the receipt by Tenant of the document to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the special attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant; provided, however, that Tenant shall not be required to effectuate such subordination, nor shall Landlord be authorized to effect such subordination on behalf of Tenant, unless the mortgagee or beneficiary named in such mortgage, deed of trust or other encumbrance shall first agree in writing, for the benefit of Tenant, that so long as Tenant is not in default under any of the provisions, covenants or conditions of this Sublease on the part of Tenant to be kept and performed, that Tenant's quiet enjoyment of the Premises will not be disturbed or interfered with by any trustee's sale or by any action or proceeding to foreclose said mortgage, deed of trust or other encumbrance.

In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Sublease a prior lien to its mortgage or deed of trust, then and in such event upon such mortgagee or beneficiary giving written notice to Tenant to that effect, this Sublease shall be deemed a prior lien to such mortgage or deed of trust whether this Sublease is dated or recorded prior to or subsequent to the date of recordation of such mortgage or deed of trust.

19. Landlord's Liability. The term Landlord as used herein shall mean only the owner or owners, at the time in question, of the fee interest in the Premises. In the event of any transfer of such fee interest, Landlord shall be relieved from and after the date of such transfer of all liability under this Sublease provided that any funds in the hands of Landlord at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations in this Sublease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

20. Interest on Past Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the maximum rate then allowable by law from the date due until paid.

21. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other or any other person shall be in writing and either served personally or sent by prepaid certified mail, first class, and shall be addressed to the other party at the address set forth under its name on the signature page of this Sublease. Either party may change its address by notifying the other party of the change of address in accordance with this Section. Notice shall be deemed effective upon receipt if personally delivered or seventy-two (72) hours from the date of mailing if mailed as provided in this Section.

22. Signs. Tenant shall not place any sign upon the Premises, the Building or any improvements or the real property of which the Premises are a part without Landlord's prior written consent.

23. Recording/Quitclaim Deed. This Sublease shall not be recorded without Landlord's prior written consent. Tenant shall execute and deliver to Landlord on the expiration or termination of this Sublease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

24. Intentionally left blank.

25. Landlord's Right of Entry. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the Premises to prospective purchasers, lenders or tenants and making such alterations, repairs, improvements, or additions to the Premises or the Building as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any ordinary "for sale" signs and Landlord may at any time during the last one hundred and eighty (180) days of the Term of the Sublease place on or about the Premises "For Lease" signs.

26. Attorney's Fees. If either party brings an action to enforce the terms of this Sublease or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

27. Rules and Regulations. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the Premises, the Building and the surrounding areas as well as for the convenience of other occupants and tenants of the Building. The violation of any such rules and regulations shall be deemed a material breach of this Sublease by Tenant.

28. Security Measures. Tenant hereby acknowledges that the rent payable to Landlord hereunder does not include the cost of guard service or other security measures and that Landlord shall have no obligation whatsoever to provide the same. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

29. Easements. Landlord reserves the right from time to time to grant such easements, rights and dedications that Landlord may deem necessary or desirable and to cause the recordation of parcel maps and restrictions so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents immediately upon request of Landlord and failure to do so shall constitute a material breach of this Sublease.

30. Intent. The parties intend this Sublease to be a triple net lease and that Landlord shall be at no cost or expense whatsoever on account of the Premises, the Building or the

improvements or the real property of which the Premises are a part.

31. Landlord's Right to Effect Performance. If Tenant at any time fails to perform any covenant, term or condition of this Sublease, Landlord may immediately, or at any time thereafter without notice, perform the same for the account of Tenant, and any monies paid by Landlord on account thereof shall be deemed to be additional rent due under this Sublease, shall be immediately due and payable to Landlord and shall bear interest at the maximum rate allowable by law until paid by Tenant to Landlord.

32. Commencement of Action. Any claim, demand, right or defense of any kind by Tenant, which is based upon or arises in any connection with this Sublease or the negotiations prior to its execution, shall be barred unless Tenant commences an action thereon, or interposes in a legal proceeding a defense by reason thereof, within six (6) months after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

33. Miscellaneous.

33.1 Time of Essence. Time is of the essence to this Sublease.

33.2 Additional Rent. Any monetary obligation of Tenant to Landlord under the terms of this Sublease shall be deemed to be rent.

33.3 Amendments. This Sublease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Sublease may be modified only in a writing signed by all parties hereto.

33.4 Severability. The invalidity of any provision of this Sublease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and it shall remain in full force and effect.

33.5 Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute an acceptance of the surrender of the Premises and accomplish a termination of the Sublease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Sublease.

33.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

33.7 Covenants and Conditions. Each provision of this Sublease to be performed by Tenant shall be deemed both a covenant and a condition.

33.8 Governing Law. This Sublease shall be governed by the laws of the State of California.

33.9 Heirs, Successors and Assigns. Subject to the provisions restricting assignment or subletting by Tenant, or other provisions of this Sublease, this Sublease shall be binding on the parties, their respective heirs, personal representatives, successors and assigns.

33.10 Authority. Each individual executing this Sublease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of that entity. If Landlord requests, Tenant shall provide Landlord with evidence of such authority satisfactory to Landlord.

33.11 Written Notice or Consent of Parties. Whenever a notice, consent or approval of either party is required, the notice, consent or approval shall be in writing.

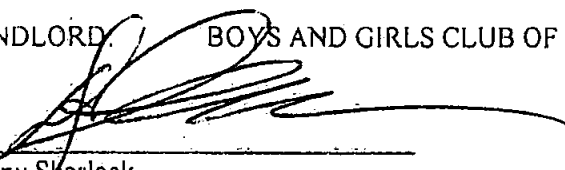
33.12 Captions. The captions of this Sublease shall have no effect on its interpretation.

33.13 Construction. As used in this Sublease, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so indicates. This Sublease shall be construed in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Sublease to which they pertain. The terms of this Sublease have been freely negotiated by the parties and this Sublease shall not be construed against the drafter.

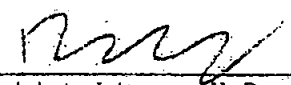
33.14 Legal Representation. The Landlord has retained the law firm of White and Bright to prepare this Agreement and any related documents. The parties acknowledge that White and Bright, Attorneys has urged the Tenant to retain independent legal counsel and tax advice to review this Agreement on their separate behalf. Tenant assumes full responsibility for obtaining independent legal counsel to review this Agreement and acknowledges that White and Bright,

Attorneys has advised them to obtain such independent legal counsel. Should Tenant fail to obtain independent legal counsel they shall be deemed to waive any claims, rights, remedies, or defenses, based in whole or in part, upon lack of legal representation or inadequate legal representation.

LANDLORD: BOYS AND GIRLS CLUB OF GREATER SAN DIEGO

By: 
Danny Sherlock
Address: P.O. Box 178569
San Diego, CA 92177
Tel. #: 858-866-0591
Facsimile: 858-866-0595
email: dsherlock@sdyouth.org

TENANT: NHA

By: 
Rudolph A. Johnson, III, President and CEO
Address: 5660 Copley Dr.
San Diego, CA 92111
Tel. #: 858-715-2642
Facsimile: 858-715-2670
email:

Dwight D. Smith
Reviewed
By
NHA Legal Dept.

\\WBSBS\Client Files\LBB\real estate\Boys' and Girls' Club\Neighborhood House\NHA-Oaks\Sublease 8-12-2013.wpd

EXHIBIT "A"

Legal Description of the Property

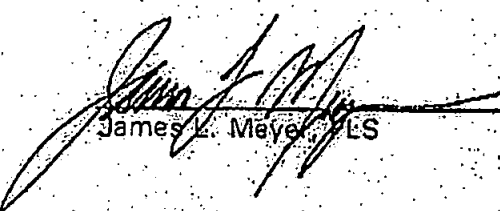
EXHIBIT "A"

LEASE AREA DESCRIPTION

THAT PORTION OF BLOCKS 10 & 12 OF LA BINDA PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 1538, TOGETHER WITH THAT PORTION OF GREELY COURT (FORMERLY IVY COURT), CLOSED TO PUBLIC USE BY RESOLUTION NO. 73733, AS DOCUMENT NO. 1639 DATED NOVEMBER 19, 1940, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 12, SAID POINT BEARS N 00° 03' 35" E 20.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID BLOCK 12, SAID POINT BEING ALSO ON THE NORTHERLY LINE OF THE SOUTHERLY 20.00 FEET OF SAID BLOCK 12 AS DEDICATED FOR PUBLIC USE AND A PUBLIC STREET BY ORDINANCE NO. 2487 (NEW SERIES), DATED JUNE 30, 1942 AS DOCUMENT NO. 14588; THENCE ALONG SAID NORTHERLY LINE AND PARALLEL TO SAID SOUTHERLY LINE OF BLOCK 12 N 89° 50' 43" W 152.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 89° 50' 43" W 397.89 FEET; THENCE N 00° 14' 31" E 176.79 FEET; THENCE S 89° 42' 16" E 104.92 FEET; THENCE N 00° 20' 42" W 84.94 FEET; THENCE N 89° 53' 34" E 218.80 FEET; THENCE S 00° 26' 03" W 48.80 FEET; THENCE S 89° 19' 27" E 79.33 FEET; THENCE S 00° 10' 22" W 74.77 FEET; THENCE N 89° 38' 58" W 4.44 FEET; THENCE S 00° 08' 16" W 138.19 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS = 2.11 ACRES


James L. Meyer, LS

12-18-03
DATED

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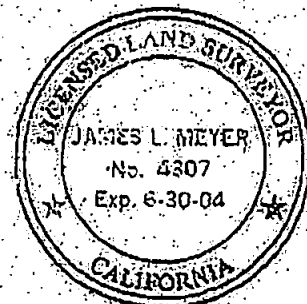


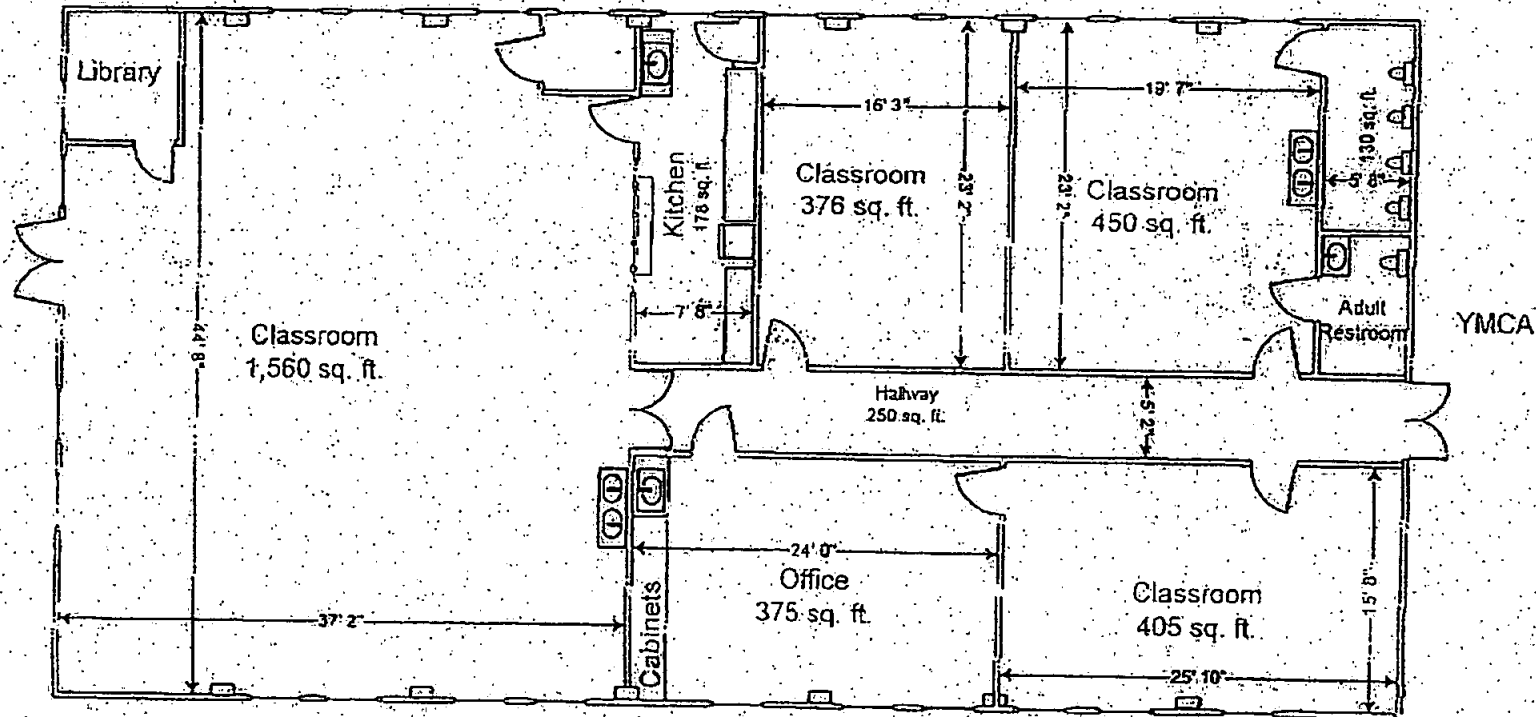
EXHIBIT "B"

Description of the Premises

WEBSTER HEAD START
2930 Marcy Ave.

North

EXHIBIT B



Scale 3/32" = 1' 0"

**CITY OF SAN DIEGO
CONSENT TO SUBLEASE**

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective nunc pro tunc as of July 1, 2013 (the "Effective Date"), as follows:

City, as lessor, and BOYS & GIRLS CLUBS OF GREATER SAN DIEGO (formerly known as the Boys and Girls Clubs of Inland North County), a California nonprofit corporation ("LESSEE"), as lessee, are parties to that certain LEASE AGREEMENT (the "Master Lease") on file in the Office of the San Diego City Clerk as Document No. RR-300054 and relating to certain City-owned property located as 2930 Marcy Avenue, San Diego, California (the "Premises").

LESSEE, as sublessor, and Neighborhood House Association, a California nonprofit corporation ("Sublessee"), as sublessee, are parties to that certain SUBLEASE date July 1, 2013, relating to a portion of the Premises (the "Sublease Premises").

CITY hereby consents to LESSEE'S subleasing the Sublease Premises to Sublessee, provided all of the following conditions are and remain true throughout the term of the Sublease:

- (a) The Sublease is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not be bound by any term or condition in the Sublease which in any way conflicts with CITY'S rights or would otherwise result increasing CITY'S obligations under the Master Lease.

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CITY ATTORNEY

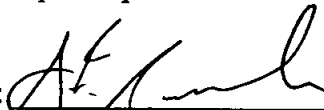
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CIVIL DIVISION

- (c) In accordance with Section 3.3. of the Master Lease and in addition to all other rents and amounts due CITY pursuant to the Master Lease, CITY shall receive from LESSEE Three Thousand Thirty Seven Dollars and Fifty Cents (\$3,037.50) monthly in arrears, and prior to the last day of the calendar month following that month in which the revenue was earned.

If at any time the foregoing provisions are not true, this Consent shall automatically retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 
James F. Barwick, CCIM
Real Estate Assets Director

Acknowledged and agreed to by LESSEE:

BOYS & GIRLS CLUBS OF GREATER
SAN DIEGO, a California nonprofit
Corporation

BY: 
Name: Danny Sherlock
Title: President & CEO
Date: 2/26/14

Approved as to form and legality:
JAN I. GOLDSMITH, City Attorney

BY: 
Name: Heidi R. Henderson
Title: Deputy City Attorney
Date: 3-5-14

CRG/cb
02-24-14

I:\Support Staff Group\WPO\2014\GILLIS\CONSENT TO SUBLEASE-BOYS AND GIRLS CLUB 2-24-14.docx