

SUBLEASE NON-PROFIT AGREEMENT

THIS SUBLEASE NON-PROFIT AGREEMENT ("Sublease") is entered into by and between THE NEIGHBORHOOD HOUSE ASSOCIATION, a California 501(c)(3) NON-PROFIT PUBLIC BENEFIT CORPORATION ("NHA"), as SUBLESSOR and, DIAMOND BUSINESS ASSOCIATION, INC. a California non-profit public benefit corporation, as SUBLESSEE, to be effective as of _____ (the "Effective Date"), when signed by the parties and approved by the City Attorney, and SUBLESSOR has obtained a written copy of the City of San Diego's consent to this Sublease.

RECITALS

- A. The City of San Diego (CITY) entered into a Non-Profit Lease (Master Lease) with SUBLESSOR wherein SUBLESSOR is authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (Center) as a non-profit non-religious community outreach center; and
- B. CITY's Master Lease with SUBLESSOR is effective as of May 14, 2014 for a term of three (3) years; and
- C. Pursuant to the terms and conditions of the Master Lease, SUBLESSOR is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

- 1. Sublease. SUBLESSOR leases to SUBLESSEE and SUBLESSEE leases from SUBLESSOR office number seven, consisting of approximately 100 rentable square feet (Subleased Premises), located within the Center, at 415 North Euclid Avenue, San Diego, California. An aerial view of the Center is shown on the attached **Exhibit "A" - Aerial View of Subleased Premises**.
- 2. Term. The initial term (Term) of this Sublease shall be one (1) year, commencing on the Effective Date. This Sublease may be extended by mutual consent of the SUBLESSOR and SUBLESSEE for up to two (2) years, or part thereof, by two individual one (1) year, or part thereof, options. This Sublease shall terminate no later than three years from the Effective Date, or as of the termination date of the Master Lease, whichever is earlier.
- 3. Rent. SUBLESSEE shall pay to SUBLESSOR One Thousand Two Hundred Dollars (\$1,200.00) as annual rent (Rent) for the first year of the Sublease. A five percent (5%) annual increase shall be added to the Rent for each option year, or part thereof, of this Sublease.

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FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

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- 1. Sublease. SUBLESSOR leases to SUBLESSEE and SUBLESSEE leases from SUBLESSOR office number three, consisting of approximately 100 rentable square feet (Subleased Premises), located within the Center, at 415 North Euclid Avenue, San Diego, California. An aerial view of the Center is shown on the attached **Exhibit "A" - Aerial View of Subleased Premises**.
- 2. Term. The initial term (Term) of this Sublease shall be one (1) year, commencing on the Effective Date. This Sublease may be extended by mutual consent of the SUBLESSOR and SUBLESSEE for up to two (2) years, or part thereof, by two individual one (1) year, or part thereof, options. This Sublease shall terminate no later than three years from the Effective Date, or as of the termination date of the Master Lease, whichever is earlier.
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4. Time and Place of Payment. Rent is due annually, in advance, on or before the Effective Date of the initial Term and on or before the commencement date of each option year, or part thereof, thereafter. All Rent required by this Sublease shall be made payable to SUBLESSOR and shall be mailed or hand delivered to SUBLESSOR at 415 North Euclid Avenue, San Diego, California 92114.
5. Late Charges. Rent for each option year, or part thereof, shall be delinquent as of the tenth day of the month that it is due. For each Rent amount that is delinquent, a late fee of five percent (5%) shall be assessed against each delinquent amount.
6. Use. The Subleased Premises shall be used by SUBLESSEE and SUBLESSEE's permittees for general office and meeting assembly purposes (Allowed Uses). SUBLESSEE shall at all times conform to and follow the Rules and Regulations for the Center, as set forth in the attached **Exhibit "B" – Rules and Regulations**. Any violation of the Allowed Uses, or failure to adhere to the Rules and Regulations, shall be considered a material breach of this Sublease and shall subject SUBLESSEE to immediately being placed in default and shall subject the Sublease to termination.
7. Condition of the Subleased Premises. By signing this Sublease, SUBLESSEE acknowledges that the Subleased Premises are in leasable and as in condition. SUBLESSEE shall not, without SUBLESSOR's prior written consent, make any alternations, improvements or additions on or about the Subleased Premises. SUBLESSOR agrees to allow SUBLESSEE to use all the existing equipment, wiring, and connectivity components, if any, located within the Subleased Premises for as long as SUBLESSEE occupies the Subleased Premises. Neither SUBLESSOR nor CITY shall be responsible for replacing, repairing and/or maintaining any office equipment that may have been left at and/or is currently located within the Subleased Premises. Upon expiration or early termination of this Sublease, SUBLESSEE shall surrender and vacate the Subleased Premises in a good condition, normal wear and tear excepted, and shall, without expense to SUBLESSOR, remove or cause to be removed from the Subleased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, movable partitions and other articles of private property owned by SUBLESSEE.
8. Insurance. SUBLESSEE shall deliver to SUBLESSOR current certificates of insurance and relevant endorsements for:
 - 8.1 Insurance. SUBLESSEE shall not begin operating under this Sublease until it has: (a) obtained, and provided to SUBLESSOR; insurance certificates reflecting evidence of all insurance as set forth herein; however, SUBLESSOR, pursuant to a request from CITY, reserves the right to request, and SUBLESSEE shall submit, copies of any policy upon reasonable request by SUBLESSOR; (b) obtained SUBLESSOR, pursuant to CITY requirements, of each company or companies as required in Section 8 of this Sublease; and (c) confirmed that all policies contain the

specific provisions as required in Section 8 of this Sublease. SUBLESSEE's liabilities, including but not limited to SUBLESSEE's indemnity obligations, under this Sublease, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that SUBLESSOR and CITY are entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Sublease and SUBLESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Sublease may be treated as a material breach of contract by SUBLESSOR or CITY.

Further, SUBLESSEE shall not modify any policy or endorsement thereto which increases SUBLESSOR's and CITY's exposure to loss for the duration of this Sublease.

8.1.1 Types of Insurance. At all times during the term of this Sublease, SUBLESSEE shall maintain insurance coverage as follows:

8.1.2 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

8.1.3 Commercial Automobile Liability. For all of SUBLESSEE'S automobiles including owned, hired and non-owned automobiles, SUBLESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificates shall reflect coverage for any automobile.

8.1.4 Workers' Compensation. For all of SUBLESSEE's employees who are subject to this Sublease and to the extent required by the applicable state or federal law, SUBLESSEE shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million of employers' liability coverage, and SUBLESSEE shall provide an endorsement that the insurer waives the right of subrogation against SUBLESSOR and

CITY and its respective elected officials, officers, employees, agents and representatives.

8.1.5 Professional Liability. For all of SUBLESSEE's employees who are subject to this Sublease, SUBLESSEE shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. SUBLESSEE shall ensure both that: (1) the policy retroactive date is on or before the Effective Date of this Sublease; and (2) the policy will be maintained in force for a period of three years or termination of this Sublease, whichever occurs last. SUBLESSEE agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase SUBLESSOR's and CITY's exposure to loss.

8.2 Deductibles. All deductibles on any policy shall be the responsibility of SUBLESSEE and shall be disclosed to SUBLESSOR at the time the evidence of insurance is provided.

8.3 Acceptability of Insurers.

8.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Sublease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY.

8.3.2 CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

8.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to SUBLESSOR before any operations are initiated under this Sublease.

8.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an

Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by SUBLESSEE or on SUBLESSEE's behalf, (b) SUBLESSEE's products, (c) SUBLESSEE's work, including but not limited to SUBLESSEE's completed operations performed by SUBLESSEE or on SUBLESSEE's behalf, or (d) premises owned, leased, controlled or used by SUBLESSEE.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives shall be in excess of SUBLESSEE's insurance and shall not contribute to it.

8.4.2 Automobile Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SUBLESSEE.

8.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of the policy or policies which arise from work performed by the Named Insured for SUBLESSOR and CITY.

8.4.4 Reservation of Rights. SUBLESSOR reserves the right, from time to time, to review LESSEE's insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to CITY.

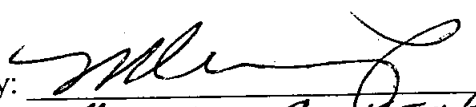
8.4.5 Additional Insurance. SUBLESSEE may obtain additional insurance not required by this Sublease.

- 8.4.6 Excess Insurance. All policies providing excess coverage to SUBLESSOR and CITY shall follow the form of the primary policy or policies including but not limited to all endorsements.
- 8.4.7 Accident Reports. SUBLESSEE shall immediately report to SUBLESSOR any accident causing property damage or injury to persons on the Subleased Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 8.4.8 Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE's insurable property related to the Allowed Uses of the Subleased Premises under this Sublease or the Subleased Premises in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver a certificate of said insurance to SUBLESSOR.
- 9 Assignment and Subleasing. SUBLESSEE shall not assign this Sublease or sublet any part of the Subleased Premises. An assignment by operation of law shall automatically terminate this Sublease.
- 10 Subordination. This Sublease is subject to and subordinate to the covenants and conditions of the Master Lease. All terms of the Master Lease shall control and supersede any provision of this Sublease.

This Sublease is executed by the SUBLESSOR, acting by and through its lawfully authorized officers, and by SUBLESSEE, acting by and through its lawfully authorized officers.

SUBLESSOR:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit public
benefit corporation

By: 

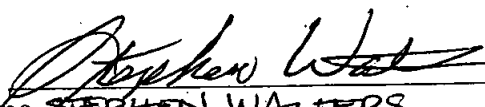
Name MICHAEL C. DEAN

Title EXECUTIVE, NHH

Date 8-11-14

SUBLESSEE:

DIAMOND BUSINESS ASSOCIATION, Inc.
dba Southeastern Diamond Business
District (SDBD)

By: 

Name STEPHEN WALTERS

Title PRESIDENT

Date 7/24/14

Exhibit "A" - Aerial View of Subleased Premises
Exhibit "B" - Rules and Regulations

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Exhibit "A"- Aerial View of Subleased Premises

Exhibit "B"- Rules and Regulations

EXHIBIT B

RULES AND REGULATIONS [415 NORTH EUCLID AVENUE, SAN DIEGO]

1. The sidewalks, entrances, halls, and corridors of the Building and Premises shall not be obstructed or used as a waiting or lounging place by any Sublessee or any sublessee's agent, servant, employee, invitee, licensee or visitor.
2. In case of invasion, riot, public excitement or other commotion, CITY may prevent access to the Building during the continuance of same. CITY shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. CITY may exclude or expel from the Building any person who, in CITY's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. CITY may require payment of a reasonable charge for any additional keys requested by Sublessee. Sublessee shall not have any keys made for the Premises, alter any lock, or install new or additional locks on any door without CITY's prior written consent in each instance. Sublessee shall provide CITY with a key for any such approved lock or bolt. Upon the expiration or termination of its tenancy, Sublessee shall deliver to CITY all keys in its possession for all locks in and around the Building and Premises. Sublessee shall pay to CITY immediately upon demand all costs related to LESSEE's loss of any Building or Premises key or access card.
4. Sublessee shall permit CITY's and Master Sublessor's employees (or CITY's or Sublessor's agents' employees) to maintain the Building.
5. CITY may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall be delivered to or removed from the Building, except by experienced safe men, movers or riggers approved in writing in advance by CITY. Sublessee shall pay CITY immediately upon demand for all damage done to the Building by the delivery or removal of such items, or by reason of their presence in the Building. Unless equipped with rubber tires, no hand trucks shall be used in any space, or in the halls of the Building, either by Sublessee, jobbers or others in the delivery or receipt of merchandise. LESSEE's initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall be subject to such scheduling as Master Sublessor, in its reasonable discretion, shall deem appropriate. Unless otherwise agreed to in writing by Master Sublessor, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which unreasonably impede or interfere with other tenants or the operation of the Building.
6. Sublessees shall not cover or obstruct the walls, partitions, skylights, windows, doors or transoms that reflect or admit light into passageways or into any other part of the Building.
7. The restrooms, toilets, urinals, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings,

rubbish, chemicals or other unsuitable substances shall be thrown or placed therein. Sublessor shall pay CITY immediately upon demand all costs related to any breakage, stoppage or damage resulting from violation of this rule by Sublessee or any of Sublessee's agents, employees, invitees, licensees or visitors.

8. No sign, name, placard, advertisement or notice visible from the exterior of any Premises, shall be inscribed, painted or affixed by Sublessee on any part of the Building without CITY's prior written consent in each instance. All signs, names, placards, advertisements or notices shall comply with CITY's Sign Ordinance (San Diego Municipal Code section 142.1201 *et seq.*, as amended from time to time). All signs or letterings on doors or otherwise must be approved by CITY and shall be inscribed, painted or affixed by a person approved by CITY at LESSEE's sole cost and expense.
9. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or on the Premises without CITY's prior written consent in each instance. Such installations and the boring or cutting for wires shall be made at Sublessee's sole cost and expense and under CITY's direction. CITY may require: (a) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building; (b) the changing of wires and of their installation and arrangement underground or otherwise as CITY may direct; and (c) compliance on the part of all using or seeking access to such wires with such rules as CITY may establish relating thereto. All such wires used by Sublessee must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with the number of the Premises to which said wires lead, the purpose for which said wires are used, and the name of the provider operating same.
10. Sublessee, its agents, servants and employees, shall not:
 - go on the roof of the Building;
 - use any additional method of heating or air conditioning the Premises;
 - sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators or stairways of the Building;
 - bring in or keep in or about the Premises any vehicles or animals of any kind, except for service animals with CITY's prior written consent;
 - install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building;
 - place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building;
 - use the Premises for any manufacturing, storage or sale of merchandise or retailing property of any kind;

cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including without limitation duplicating or printing equipment fumes;

install or operate any vending machines in the Premises without CITY's prior written consent in each instance; or

allow the operation of any musical or sound-producing instrument or device which may be heard outside the Premises or Building, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

11. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building, and Sublessee shall cooperate with CITY in preventing and eliminating same.
12. Sublessee shall promptly notify CITY and Master Sublessor of all damage to or defects in heating, ventilating and air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Building.
13. If the Premises becomes infested with pests or vermin, Sublessee, at its sole cost and expense, shall cause such pests or vermin to be exterminated from time to time to the CITY's reasonable satisfaction, and shall employ such exterminators as shall be approved by CITY.
14. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Building without CITY's prior written consent in each instance.
15. Sublessee shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. CITY and Master Sublessor may prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall stand on such platform as determined by CITY and Master Sublessor to be necessary to properly distribute the weight, which platform shall be provided at Sublessee's sole cost and expense. Business machines and mechanical equipment belonging to Sublessee, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be reasonably objectionable to CITY or to any tenant in the Building, shall be placed and maintained by Sublessee, at Sublessee's sole expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. CITY shall not be responsible for the loss or damage of any such equipment or other property for any cause. Sublessee shall pay CITY immediately upon demand all costs of damage done to the Building by maintaining or moving such equipment or other property.
16. Sublessee shall cooperate with CITY and Master Sublessor to assure the most efficient operation of the Building's heating, ventilating and air conditioning system.
17. Sublessee shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Building or the Premises under Sublessee's express or

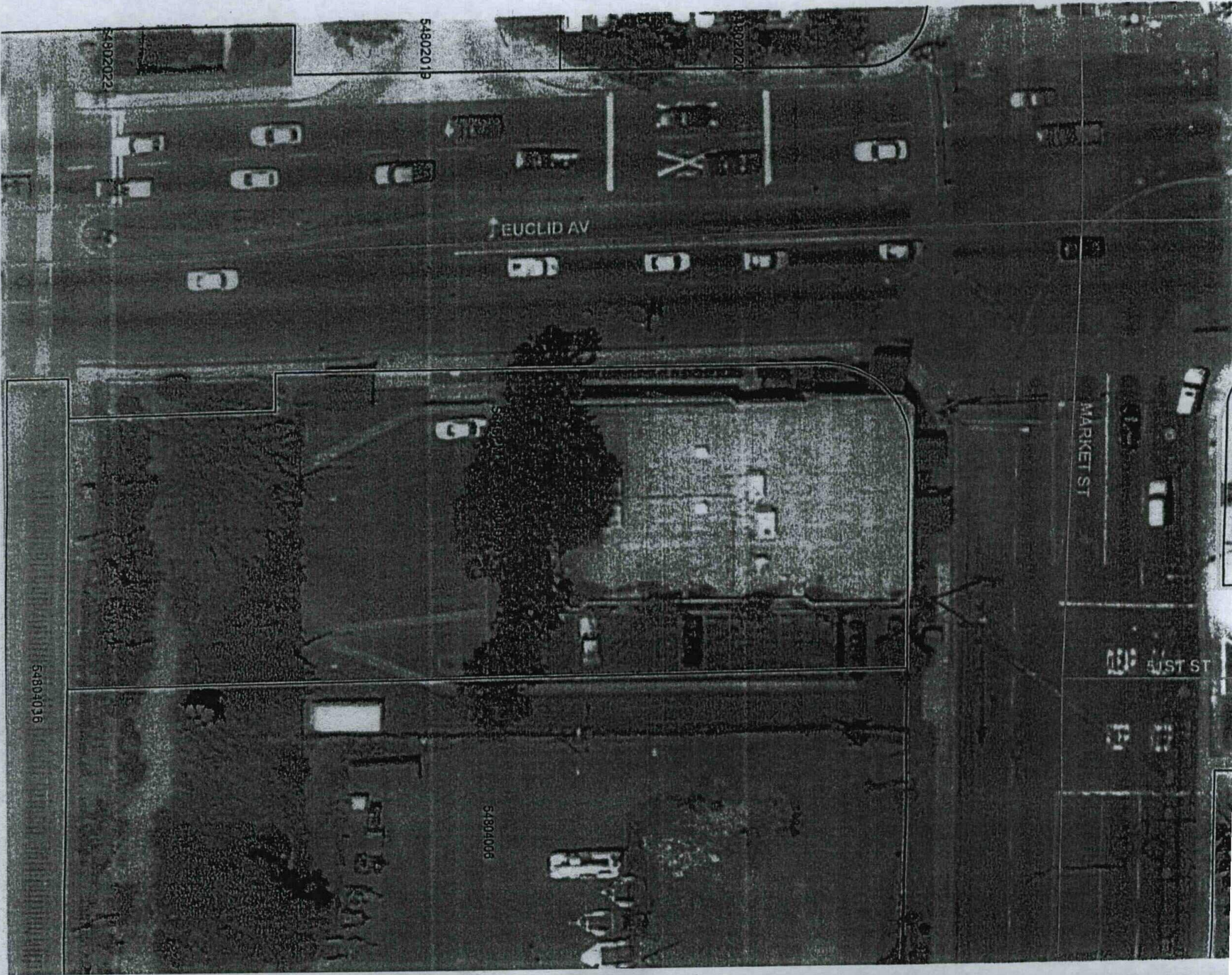
implied invitation. Sublessee shall cooperate with CITY and Master Sublessor to assure compliance by all such parties with these Rules and Regulations.

18. CITY may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in CITY's sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Building.
19. A request by Sublessee will be attended to only upon written application.
20. CITY may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, or prevent CITY from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
21. Sublessee assumes all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises secured.

RATES & CHARGES

Tubman Chavez Center-415 North Euclid Ave., San Diego, CA 92114, Public Use Cost:

- Full Community Room Without use of Kitchen- \$150/hour & \$600 deposit
- Full Community Room With use of Kitchen- \$150/hour & \$800 deposit
- Partial Community Room Without use of Kitchen- \$100/hour & \$400 deposit
- Partial Community Room With use of Kitchen- \$100/hour & \$600 deposit
- Conference Room Without use of Kitchen- \$50/hour & \$200 deposit
- Conference Room With use of Kitchen- \$50/hour & \$400 deposit



54802020

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54902022

EUCLID AV

MARKET ST

ST ST

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54804016

Business Office Rules and Procedures for Tubman Chavez Multicultural Center

- Business hours for the Tubman Chavez Multi-Cultural Center will be Monday through Friday from 8:00 am – 5:00 pm. The parking lot back gate will be unlocked at 8:00 am and locked again at 5:00 pm. If you need access to your leased office and/or parking lot outside of normal operating hours, please make arrangements with the Neighborhood House Association (NHA) Head Start Office Administrator at (619) 363-3460.
- All business clients will be asked to use the main entrance located on Euclid Avenue.
- The back door leading to the parking lot shall remain closed at all times. For safety reasons, don't prop the door open unless you are standing nearby.
- At the end of each day, please place your trash cans outside of your office door before locking the door. The trash will be emptied by NHA personnel Monday through Friday and the can will be placed back in front of your office door.
- Music/radio is acceptable within the sub lessee office but shall be kept at a low level as not to disturb anyone in the hallways or in the next office.
- When using any of the common areas – kitchen and bathrooms, please clean-up after yourself. Every Friday afternoon, the refrigerator will be cleaned. Any food must be removed prior to the scheduled cleaning.
- Extra bathroom supplies will be kept in the janitorial closet located to the right of the kitchen in case they are needed.
- During normal business hours, if sub lessee should need to use the small conference room, please schedule this with the NHA Head Start Office Administrator. The conference room is available on a first come first serve basis. (The City Council conference room is for the exclusive use of City representatives).
- When reserving the large community room or the small conference room for any event or meeting outside of regular business hours (evenings and weekends), please schedule this with the NHA Head Start Office Administrator. Room usage rates will apply. Reservations will be on a first come first serve basis.
- Sub lessee will be responsible for purchasing and installing the organization's business equipment. NHA equipment is for the exclusive use of NHA staff and will not be available for Sub lessor use, i.e., copier, telephones, computers.
- All products and supplies shall be stored within the sub lessee's office space. There is no additional storage available within the facility for sub lessee use.

July 10, 2014

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4. Time and Place of Payment. Rent is due annually, in advance, on or before the Effective Date of the initial Term and on or before the commencement date of each option year, or part thereof, thereafter. All Rent required by this Sublease shall be made payable to SUBLESSOR and shall be mailed or hand delivered to SUBLESSOR at 415 North Euclid Avenue, San Diego, California 92114.
5. Late Charges. Rent for each option year, or part thereof, shall be delinquent as of the tenth day of the month that it is due. For each Rent amount that is delinquent, a late fee of five percent (5%) shall be assessed against each delinquent amount.
6. Use. The Subleased Premises shall be used by SUBLESSEE and SUBLESSEE's permittees for general office and meeting assembly purposes (Allowed Uses). SUBLESSEE shall at all times conform to and follow the Rules and Regulations for the Center, as set forth in the attached **Exhibit "B" – Rules and Regulations**. Any violation of the Allowed Uses, or failure to adhere to the Rules and Regulations, shall be considered a material breach of this Sublease and shall subject SUBLESSEE to immediately being placed in default and shall subject the Sublease to termination.
7. Condition of the Subleased Premises. By signing this Sublease, SUBLESSEE acknowledges that the Subleased Premises are in leasable and as in condition. SUBLESSEE shall not, without SUBLESSOR's prior written consent, make any alternations, improvements or additions on or about the Subleased Premises. SUBLESSOR agrees to allow SUBLESSEE to use all the existing equipment, wiring, and connectivity components, if any, located within the Subleased Premises for as long as SUBLESSEE occupies the Subleased Premises. Neither SUBLESSOR nor CITY shall be responsible for replacing, repairing and/or maintaining any office equipment that may have been left at and/or is currently located within the Subleased Premises. Upon expiration or early termination of this Sublease, SUBLESSEE shall surrender and vacate the Subleased Premises in a good condition, normal wear and tear excepted, and shall, without expense to SUBLESSOR, remove or cause to be removed from the Subleased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, movable partitions and other articles of private property owned by SUBLESSEE.
8. Insurance. SUBLESSEE shall deliver to SUBLESSOR current certificates of insurance and relevant endorsements for:
 - 8.1 Insurance. SUBLESSEE shall not begin operating under this Sublease until it has: (a) obtained, and provided to SUBLESSOR, insurance certificates reflecting evidence of all insurance as set forth herein; however, SUBLESSOR, pursuant to a request from CITY, reserves the right to request, and SUBLESSEE shall submit, copies of any policy upon reasonable request by SUBLESSOR; (b) obtained SUBLESSOR, pursuant to CITY requirements, of each company or companies as required in Section 8 of this Sublease; and (c) confirmed that all policies contain the

specific provisions as required in Section 8 of this Sublease. SUBLESSEE's liabilities, including but not limited to SUBLESSEE's indemnity obligations, under this Sublease, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that SUBLESSOR and CITY are entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Sublease and SUBLESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Sublease may be treated as a material breach of contract by SUBLESSOR or CITY.

Further, SUBLESSEE shall not modify any policy or endorsement thereto which increases SUBLESSOR's and CITY's exposure to loss for the duration of this Sublease.

8.1.1 Types of Insurance. At all times during the term of this Sublease, SUBLESSEE shall maintain insurance coverage as follows:

8.1.2 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

8.1.3 Commercial Automobile Liability. For all of SUBLESSEE'S automobiles including owned, hired and non-owned automobiles, SUBLESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificates shall reflect coverage for any automobile.

8.1.4 Workers' Compensation. For all of SUBLESSEE's employees who are subject to this Sublease and to the extent required by the applicable state or federal law, SUBLESSEE shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million of employers' liability coverage, and SUBLESSEE shall provide an endorsement that the insurer waives the right of subrogation against SUBLESSOR and

CITY and its respective elected officials, officers, employees, agents and representatives.

8.1.5 Professional Liability. For all of SUBLESSEE's employees who are subject to this Sublease, SUBLESSEE shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. SUBLESSEE shall ensure both that: (1) the policy retroactive date is on or before the Effective Date of this Sublease; and (2) the policy will be maintained in force for a period of three years or termination of this Sublease, whichever occurs last. SUBLESSEE agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase SUBLESSOR's and CITY's exposure to loss.

8.2 Deductibles. All deductibles on any policy shall be the responsibility of SUBLESSEE and shall be disclosed to SUBLESSOR at the time the evidence of insurance is provided.

8.3 Acceptability of Insurers.

8.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Sublease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY.

8.3.2 CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

8.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to SUBLESSOR before any operations are initiated under this Sublease.

8.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an

Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by SUBLESSEE or on SUBLESSEE's behalf, (b) SUBLESSEE's products, (c) SUBLESSEE's work, including but not limited to SUBLESSEE's completed operations performed by SUBLESSEE or on SUBLESSEE's behalf, or (d) premises owned, leased, controlled or used by SUBLESSEE.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives shall be in excess of SUBLESSEE's insurance and shall not contribute to it.

8.4.2 Automobile Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SUBLESSEE.

8.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of the policy or policies which arise from work performed by the Named Insured for SUBLESSOR and CITY.

8.4.4 Reservation of Rights. SUBLESSOR reserves the right, from time to time, to review LESSEE's insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to CITY.

8.4.5 Additional Insurance. SUBLESSEE may obtain additional insurance not required by this Sublease.

8.4.6 Excess Insurance. All policies providing excess coverage to SUBLESSOR and CITY shall follow the form of the primary policy or policies including but not limited to all endorsements.

8.4.7 Accident Reports. SUBLESSEE shall immediately report to SUBLESSOR any accident causing property damage or injury to persons on the Subleased Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

8.4.8 Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE's insurable property related to the Allowed Uses of the Subleased Premises under this Sublease or the Subleased Premises in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver a certificate of said insurance to SUBLESSOR.

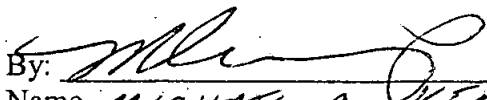
9 Assignment and Subleasing. SUBLESSEE shall not assign this Sublease or sublet any part of the Subleased Premises. An assignment by operation of law shall automatically terminate this Sublease.

10 Subordination. This Sublease is subject to and subordinate to the covenants and conditions of the Master Lease. All terms of the Master Lease shall control and supersede any provision of this Sublease.

This Sublease is executed by the SUBLESSOR, acting by and through its lawfully authorized officers, and by SUBLESSEE, acting by and through its lawfully authorized officers.

SUBLESSOR:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit public
benefit corporation

By: 

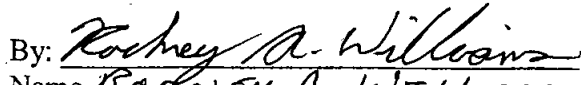
Name MICHAEL G. KEMP

Title EUP & COO, NHA

Date 8-11-14

SUBLESSEE:

NEIGHBORHOOD UNITY FOUNDATION
SAN DIEGO, CA

By: 

Name RODNEY A. WILLIAMS

Title Board President

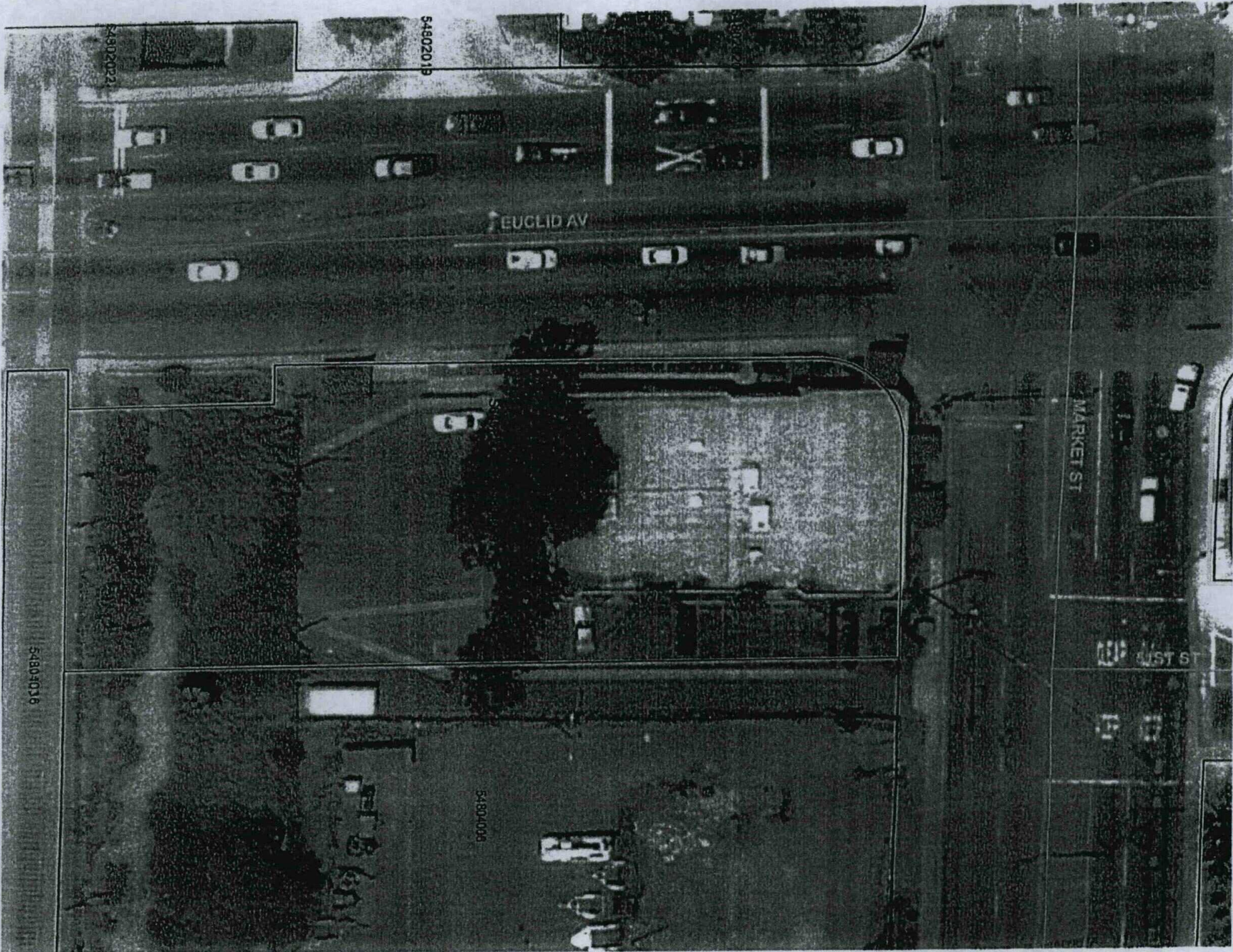
Date 7/18/2014

Exhibit "A" - Aerial View of Subleased Premises

Exhibit "B" - Rules and Regulations

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Exhibit "A"- Aerial View of Subleased Premises



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Exhibit "B"- Rules and Regulations

EXHIBIT B

RULES AND REGULATIONS

[415 NORTH EUCLID AVENUE, SAN DIEGO]

1. The sidewalks, entrances, halls, and corridors of the Building and Premises shall not be obstructed or used as a waiting or lounging place by any Sublessee or any sublessee's agent, servant, employee, invitee, licensee or visitor.
2. In case of invasion, riot, public excitement or other commotion, CITY may prevent access to the Building during the continuance of same. CITY shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. CITY may exclude or expel from the Building any person who, in CITY's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. CITY may require payment of a reasonable charge for any additional keys requested by Sublessee. Sublessee shall not have any keys made for the Premises, alter any lock, or install new or additional locks on any door without CITY's prior written consent in each instance. Sublessee shall provide CITY with a key for any such approved lock or bolt. Upon the expiration or termination of its tenancy, Sublessee shall deliver to CITY all keys in its possession for all locks in and around the Building and Premises. Sublessee shall pay to CITY immediately upon demand all costs related to LESSEE's loss of any Building or Premises key or access card.
4. Sublessee shall permit CITY's and Master Sublessor's employees (or CITY's or Sublessor's agents' employees) to maintain the Building.
5. CITY may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall be delivered to or removed from the Building, except by experienced safe men, movers or riggers approved in writing in advance by CITY. Sublessee shall pay CITY immediately upon demand for all damage done to the Building by the delivery or removal of such items, or by reason of their presence in the Building. Unless equipped with rubber tires, no hand trucks shall be used in any space, or in the halls of the Building, either by Sublessee, jobbers or others in the delivery or receipt of merchandise. LESSEE's initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall be subject to such scheduling as Master Sublessor, in its reasonable discretion, shall deem appropriate. Unless otherwise agreed to in writing by Master Sublessor, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which unreasonably impede or interfere with other tenants or the operation of the Building.
6. Sublessees shall not cover or obstruct the walls, partitions, skylights, windows, doors or transoms that reflect or admit light into passageways or into any other part of the Building.
7. The restrooms, toilets, urinals, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings,

rubbish, chemicals or other unsuitable substances shall be thrown or placed therein. Sublessor shall pay CITY immediately upon demand all costs related to any breakage, stoppage or damage resulting from violation of this rule by Sublessee or any of Sublessee's agents, employees, invitees, licensees or visitors.

8. No sign, name, placard, advertisement or notice visible from the exterior of any Premises, shall be inscribed, painted or affixed by Sublessee on any part of the Building without CITY's prior written consent in each instance. All signs, names, placards, advertisements or notices shall comply with CITY's Sign Ordinance (San Diego Municipal Code section 142.1201 *et seq.*, as amended from time to time). All signs or letterings on doors or otherwise must be approved by CITY and shall be inscribed, painted or affixed by a person approved by CITY at LESSEE's sole cost and expense.
9. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or on the Premises without CITY's prior written consent in each instance. Such installations and the boring or cutting for wires shall be made at Sublessee's sole cost and expense and under CITY's direction. CITY may require: (a) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building; (b) the changing of wires and of their installation and arrangement underground or otherwise as CITY may direct; and (c) compliance on the part of all using or seeking access to such wires with such rules as CITY may establish relating thereto. All such wires used by Sublessee must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with the number of the Premises to which said wires lead, the purpose for which said wires are used, and the name of the provider operating same.
10. Sublessee, its agents, servants and employees, shall not:
 - go on the roof of the Building;
 - use any additional method of heating or air conditioning the Premises;
 - sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators or stairways of the Building;
 - bring in or keep in or about the Premises any vehicles or animals of any kind, except for service animals with CITY's prior written consent;
 - install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building;
 - place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building;
 - use the Premises for any manufacturing, storage or sale of merchandise or retailing property of any kind;

cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including without limitation duplicating or printing equipment fumes;

install or operate any vending machines in the Premises without CITY's prior written consent in each instance; or

allow the operation of any musical or sound-producing instrument or device which may be heard outside the Premises or Building, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

11. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building, and Sublessee shall cooperate with CITY in preventing and eliminating same.
12. Sublessee shall promptly notify CITY and Master Sublessor of all damage to or defects in heating, ventilating and air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Building.
13. If the Premises becomes infested with pests or vermin, Sublessee, at its sole cost and expense, shall cause such pests or vermin to be exterminated from time to time to the CITY's reasonable satisfaction, and shall employ such exterminators as shall be approved by CITY.
14. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Building without CITY's prior written consent in each instance.
15. Sublessee shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. CITY and Master Sublessor may prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall stand on such platform as determined by CITY and Master Sublessor to be necessary to properly distribute the weight, which platform shall be provided at Sublessee's sole cost and expense. Business machines and mechanical equipment belonging to Sublessee, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be reasonably objectionable to CITY or to any tenant in the Building, shall be placed and maintained by Sublessee, at Sublessee's sole expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. CITY shall not be responsible for the loss or damage of any such equipment or other property for any cause. Sublessee shall pay CITY immediately upon demand all costs of damage done to the Building by maintaining or moving such equipment or other property.
16. Sublessee shall cooperate with CITY and Master Sublessor to assure the most efficient operation of the Building's heating, ventilating and air conditioning system.
17. Sublessee shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Building or the Premises under Sublessee's express or

implied invitation. Sublessee shall cooperate with CITY and Master Sublessor to assure compliance by all such parties with these Rules and Regulations.

18. CITY may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in CITY's sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Building.
19. A request by Sublessee will be attended to only upon written application.
20. CITY may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, or prevent CITY from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
21. Sublessee assumes all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises secured.

RATES & CHARGES

Tubman Chavez Center-415 North Euclid Ave., San Diego, CA 92114, Public Use Cost:

- Full Community Room Without use of Kitchen- \$150/hour & \$600 deposit
- Full Community Room With use of Kitchen- \$150/hour & \$800 deposit
- Partial Community Room Without use of Kitchen- \$100/hour & \$400 deposit
- Partial Community Room With use of Kitchen- \$100/hour & \$600 deposit
- Conference Room Without use of Kitchen- \$50/hour & \$200 deposit
- Conference Room With use of Kitchen- \$50/hour & \$400 deposit

Business Office Rules and Procedures for Tubman Chavez Multicultural Center

- Business hours for the Tubman Chavez Multi-Cultural Center will be Monday through Friday from 8:00 am – 5:00 pm. The parking lot back gate will be unlocked at 8:00 am and locked again at 5:00 pm. If you need access to your leased office and/or parking lot outside of normal operating hours, please make arrangements with the Neighborhood House Association (NHA) Head Start Office Administrator at (619) 363-3460.
- All business clients will be asked to use the main entrance located on Euclid Avenue.
- The back door leading to the parking lot shall remain closed at all times. For safety reasons, don't prop the door open unless you are standing nearby.
- At the end of each day, please place your trash cans outside of your office door before locking the door. The trash will be emptied by NHA personnel Monday through Friday and the can will be placed back in front of your office door.
- Music/radio is acceptable within the sub lessee office but shall be kept at a low level as not to disturb anyone in the hallways or in the next office.
- When using any of the common areas – kitchen and bathrooms, please clean-up after yourself. Every Friday afternoon, the refrigerator will be cleaned. Any food must be removed prior to the scheduled cleaning.
- Extra bathroom supplies will be kept in the janitorial closet located to the right of the kitchen in case they are needed.
- During normal business hours, if sub lessee should need to use the small conference room, please schedule this with the NHA Head Start Office Administrator. The conference room is available on a first come first serve basis. (The City Council conference room is for the exclusive use of City representatives).
- When reserving the large community room or the small conference room for any event or meeting outside of regular business hours (evenings and weekends), please schedule this with the NHA Head Start Office Administrator. Room usage rates will apply. Reservations will be on a first come first serve basis.
- Sub lessee will be responsible for purchasing and installing the organization's business equipment. NHA equipment is for the exclusive use of NHA staff and will not be available for Sub lessor use, i.e., copier, telephones, computers.
- All products and supplies shall be stored within the sub lessee's office space. There is no additional storage available within the facility for sub lessee use.

July 10, 2014

**CITY OF SAN DIEGO
CONSENT TO SUBLEASE**

[Office No. 8&9, 415 North Euclid Ave., San Diego – Tubman-Chavez Multicultural Center]

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 as of the later date upon which this Consent is signed by the City, approved by the San Diego City Attorney, and all "Prior to the Effective Date of this Consent" requirements set forth below are fully complied with (Effective Date). The Effective Date for this Consent is _____.

RECITALS

- A. CITY, entered into a Non-Profit Lease, dated **May 14, 2014** (Master Lease), with The Neighborhood House Association (NHA) wherein NHA was authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (the Center) as a non-profit non-religious community outreach center; and
- B. Pursuant to the terms and conditions of the Master Lease, NHA is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center; and
- C. NHA now requests CITY's consent to a sublease of certain office space within the Center.

NOW, THEREFORE, in consideration of the following terms and conditions, CITY agrees as follows:

- 1. Consent by CITY. Upon the Effective Date of this Consent, CITY consents to the sublease of Office No. 8&9 to Neighborhood Unity Foundation, a California non-profit public benefit corporation (Sublessee), pursuant to the terms and conditions of the Sublease Non-Profit Agreement entered into between NHA and Sublessee dated _____ (Sublease Agreement).
- 2. Master Lease Controls. The terms and conditions of this Consent shall be subject and subordinate to the terms and conditions of the Master Lease unless otherwise set forth in this Consent. If any term or condition of the Sublease Agreement conflicts with the Master Lease, the terms and conditions of the Master Lease shall control.
- 3. Insurance. Prior to the Effective Date of this Consent, Sublessee shall provide NHA with all Certificates of Insurance and/or binders required under the Sublease Agreement. Such certificates and binders shall name as additional insureds the CITY, its elective officials, officers, employees, agents and representatives.
- 4. Rent and Other Fees Owed. Prior to the Effective Date of this Consent, Sublessee shall have paid NHA the annual rent and any other fees, if any, owed concurrent with the execution of the Sublease Agreement.
- 5. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the granting of this Consent. NHA and Sublessee, and each of them, jointly and severally, shall protect, defend, indemnify and hold CITY harmless from and against any claim for any such brokerage commission or finder's fee, and from any cost or expense, including without limitation attorney fees, incurred by CITY as a direct or indirect result of any such claim for a brokerage commission or finder's fee.

6. Subsequent Sublease; Recapture. This Consent does not constitute consent to any other subsequent subletting under the Master Lease and does not relieve HNA or any persons claiming under or through HNA of the obligation to obtain the prior written consent of CITY prior to subletting this same suite at a subsequent time, or from subletting any other Suite within the Center.
7. Legal Proceedings. If, as a result of an action brought by or against NHA in connection with this Consent, CITY intervenes therein, becomes a party, or is made a party thereto, NHA shall pay all of CITY'S costs and expenses thereof, including without limitation reasonable attorney fees and costs.
8. Controlling Law. The terms and provisions of this Consent shall be construed in accordance with, and shall be governed by, the laws of the State of California.
9. Captions. Captions in this Consent are included for convenience only and do not modify any of the terms of this Consent.
10. Entire Agreement. This Consent constitutes the final, complete, and exclusive statement pertaining to the terms of CITY's Consent. This Consent supersedes all prior and contemporaneous understandings or agreements that may exist pertaining to this Consent, whether oral or written, and is binding on and inures to the benefit of the parties to the Sublease Agreement, their respective heirs, representatives, successors or assigns. Any agreement made after the Effective Date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by CITY and states that said agreement modifies this Consent.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 8/20/14

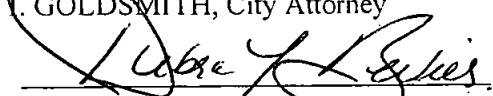
BY: 

Kristin J. Geitz

Interim Director, Real Estate Assets Dept.

Approved as to form and legality this
21st day of August, 2014.

JAN I. GOLDSMITH, City Attorney

BY: 

Name: Debra T. Beniser

Title: Deputy City Atty

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SUBLEASE NON-PROFIT AGREEMENT

THIS SUBLEASE NON-PROFIT AGREEMENT ("Sublease") is entered into by and between THE NEIGHBORHOOD HOUSE ASSOCIATION, a California 501(c)(3) NON-PROFIT PUBLIC BENEFIT CORPORATION ("NHA"), as SUBLESSOR and, Alternative Healing Network a California non-profit public benefit corporation, as SUBLESSEE, to be effective as of 8-21-2014 (the "Effective Date"), when signed by the parties and approved by the City Attorney, and SUBLESSOR has obtained a written copy of the City of San Diego's consent to this Sublease.

RECITALS

- A. The City of San Diego (CITY) entered into a Non-Profit Lease (Master Lease) with SUBLESSOR wherein SUBLESSOR is authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (Center) as a non-profit non-religious community outreach center; and
- B. CITY's Master Lease with SUBLESSOR is effective as of May 14, 2014 for a term of three (3) years; and
- C. Pursuant to the terms and conditions of the Master Lease, SUBLESSOR is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

- 1. Sublease. SUBLESSOR leases to SUBLESSEE and SUBLESSEE leases from SUBLESSOR office number ten, consisting of approximately 100 rentable square feet (Subleased Premises), located within the Center, at 415 North Euclid Avenue, San Diego, California. An aerial view of the Center is shown on the attached Exhibit "A" - Aerial View of Subleased Premises.
- 2. Term. The initial term (Term) of this Sublease shall be one (1) year, commencing on the Effective Date. This Sublease may be extended by mutual consent of the SUBLESSOR and SUBLESSEE for up to two (2) years, or part thereof, by two individual one (1) year, or part thereof, options. This Sublease shall terminate no later than three years from the Effective Date, or as of the termination date of the Master Lease, whichever is earlier.
- 3. Rent. SUBLESSEE shall pay to SUBLESSOR One Thousand Two Hundred Dollars (\$1,200.00) as annual rent (Rent) for the first year of the Sublease. A five percent (5%) annual increase shall be added to the Rent for each option year, or part thereof, of this Sublease.

4. Time and Place of Payment. Rent is due annually, in advance, on or before the Effective Date of the initial Term and on or before the commencement date of each option year, or part thereof, thereafter. All Rent required by this Sublease shall be made payable to SUBLESSOR and shall be mailed or hand delivered to SUBLESSOR at 415 North Euclid Avenue, San Diego, California 92114.
5. Late Charges. Rent for each option year, or part thereof, shall be delinquent as of the tenth day of the month that it is due. For each Rent amount that is delinquent, a late fee of five percent (5%) shall be assessed against each delinquent amount.
6. Use. The Subleased Premises shall be used by SUBLESSEE and SUBLESSEE's permittees for general office and meeting assembly purposes (Allowed Uses). SUBLESSEE shall at all times conform to and follow the Rules and Regulations for the Center, as set forth in the attached **Exhibit "B" – Rules and Regulations**. Any violation of the Allowed Uses, or failure to adhere to the Rules and Regulations, shall be considered a material breach of this Sublease and shall subject SUBLESSEE to immediately being placed in default and shall subject the Sublease to termination.
7. Condition of the Subleased Premises. By signing this Sublease, SUBLESSEE acknowledges that the Subleased Premises are in leasable and as in condition. SUBLESSEE shall not, without SUBLESSOR's prior written consent, make any alternations, improvements or additions on or about the Subleased Premises. SUBLESSOR agrees to allow SUBLESSEE to use all the existing equipment, wiring, and connectivity components, if any, located within the Subleased Premises for as long as SUBLESSEE occupies the Subleased Premises. Neither SUBLESSOR nor CITY shall be responsible for replacing, repairing and/or maintaining any office equipment that may have been left at and/or is currently located within the Subleased Premises. Upon expiration or early termination of this Sublease, SUBLESSEE shall surrender and vacate the Subleased Premises in a good condition, normal wear and tear excepted, and shall, without expense to SUBLESSOR, remove or cause to be removed from the Subleased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, movable partitions and other articles of private property owned by SUBLESSEE.
8. Insurance. SUBLESSEE shall deliver to SUBLESSOR current certificates of insurance and relevant endorsements for:
 - 8.1 Insurance. SUBLESSEE shall not begin operating under this Sublease until it has: (a) obtained, and provided to SUBLESSOR, insurance certificates reflecting evidence of all insurance as set forth herein; however, SUBLESSOR, pursuant to a request from CITY, reserves the right to request, and SUBLESSEE shall submit, copies of any policy upon reasonable request by SUBLESSOR; (b) obtained SUBLESSOR, pursuant to CITY requirements, of each company or companies as required in Section 8 of this Sublease; and (c) confirmed that all policies contain the

specific provisions as required in Section 8 of this Sublease. SUBLESSEE's liabilities, including but not limited to SUBLESSEE's indemnity obligations, under this Sublease, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that SUBLESSOR and CITY are entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Sublease and SUBLESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Sublease may be treated as a material breach of contract by SUBLESSOR or CITY.

Further, SUBLESSEE shall not modify any policy or endorsement thereto which increases SUBLESSOR's and CITY's exposure to loss for the duration of this Sublease.

8.1.1 Types of Insurance. At all times during the term of this Sublease, SUBLESSEE shall maintain insurance coverage as follows:

8.1.2 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

8.1.3 Commercial Automobile Liability. For all of SUBLESSEE'S automobiles including owned, hired and non-owned automobiles, SUBLESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificates shall reflect coverage for any automobile.

8.1.4 Workers' Compensation. For all of SUBLESSEE's employees who are subject to this Sublease and to the extent required by the applicable state or federal law, SUBLESSEE shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million of employers' liability coverage, and SUBLESSEE shall provide an endorsement that the insurer waives the right of subrogation against SUBLESSOR and

CITY and its respective elected officials, officers, employees, agents and representatives.

8.1.5 Professional Liability. For all of SUBLESSEE's employees who are subject to this Sublease, SUBLESSEE shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. SUBLESSEE shall ensure both that: (1) the policy retroactive date is on or before the Effective Date of this Sublease; and (2) the policy will be maintained in force for a period of three years or termination of this Sublease, whichever occurs last. SUBLESSEE agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase SUBLESSOR's and CITY's exposure to loss.

8.2 Deductibles. All deductibles on any policy shall be the responsibility of SUBLESSEE and shall be disclosed to SUBLESSOR at the time the evidence of insurance is provided.

8.3 Acceptability of Insurers.

8.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Sublease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY.

8.3.2 CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

8.4 Required Endorsements:

The following endorsements to the policies of insurance are required to be provided to SUBLESSOR before any operations are initiated under this Sublease.

8.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an

8.4.6 Excess Insurance. All policies providing excess coverage to SUBLESSOR and CITY shall follow the form of the primary policy or policies including but not limited to all endorsements.

8.4.7 Accident Reports. SUBLESSEE shall immediately report to SUBLESSOR any accident causing property damage or injury to persons on the Subleased Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

8.4.8 Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE's insurable property related to the Allowed Uses of the Subleased Premises under this Sublease or the Subleased Premises in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver a certificate of said insurance to SUBLESSOR.

9 Assignment and Subleasing. SUBLESSEE shall not assign this Sublease or sublet any part of the Subleased Premises. An assignment by operation of law shall automatically terminate this Sublease.

10 Subordination. This Sublease is subject to and subordinate to the covenants and conditions of the Master Lease. All terms of the Master Lease shall control and supersede any provision of this Sublease.

This Sublease is executed by the SUBLESSOR, acting by and through its lawfully authorized officers, and by SUBLESSEE, acting by and through its lawfully authorized officers.

SUBLESSOR:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit public
benefit corporation

SUBLESSEE:

Alternative Healing Network
3239 Adams Ave
San Diego, CA 92116

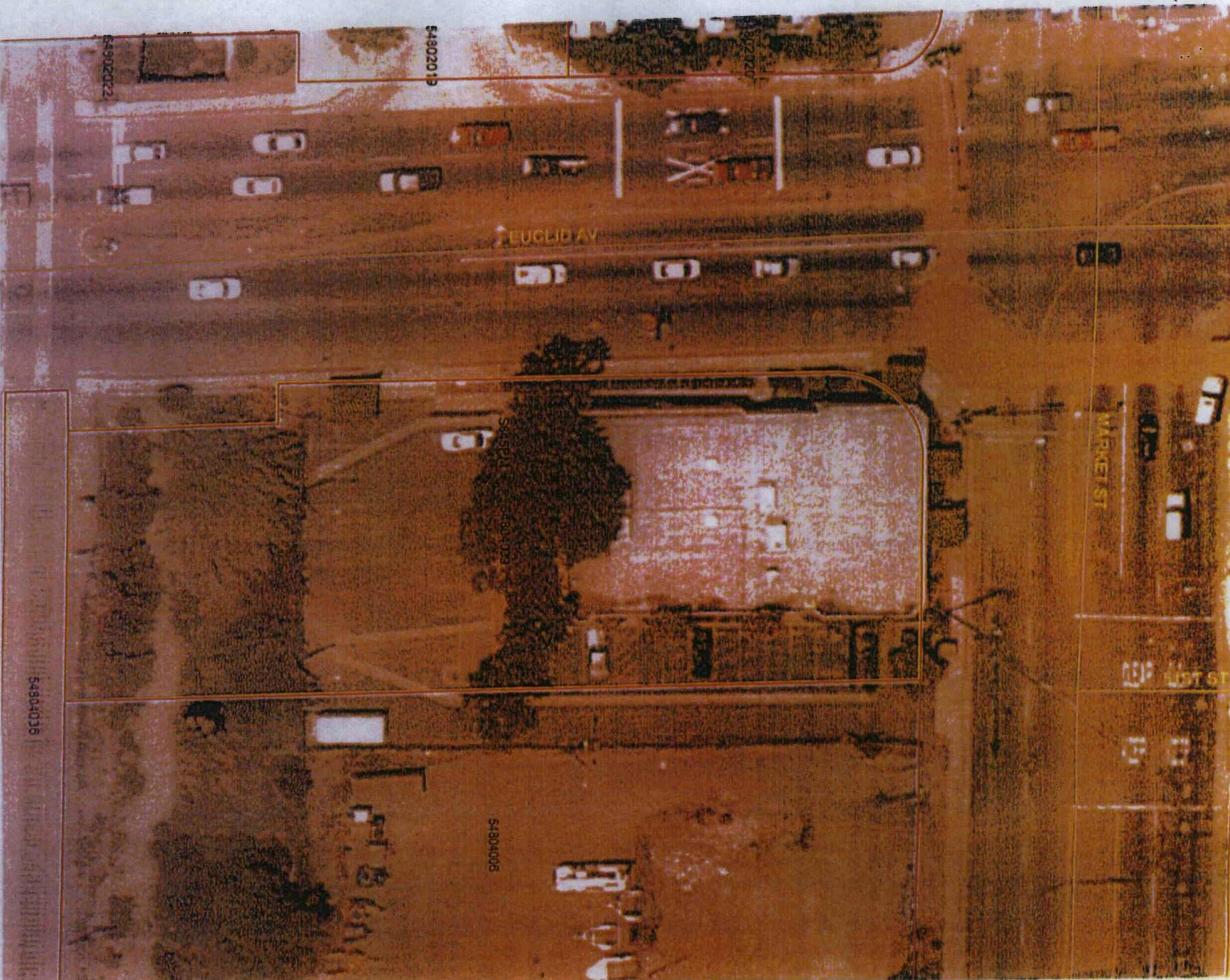
29 By: 
Name MICHAEL G. KEMP
Title EVP/COO
Date 9-3-14

By: 
Name Ryan Altman
Title CEO/Executive Director
Date 8/21/14

Exhibit "A" - Aerial View of Subleased Premises
Exhibit "B" - Rules and Regulations

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Exhibit "A"- Aerial View of Subleased Premises



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WARRIOR ST

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Exhibit "B"- Rules and Regulations

Business Office Rules and Procedures for Tubman Chavez Multicultural Center

- Business hours for the Tubman Chavez Multi-Cultural Center will be Monday through Friday from 8:00 am – 5:00 pm. The parking lot back gate will be unlocked at 8:00 am and locked again at 5:00 pm. If you need access to your leased office and/or parking lot outside of normal operating hours, please make arrangements with the Neighborhood House Association (NHA) Head Start Office Administrator at (619) 363-3460.
- All business clients will be asked to use the main entrance located on Euclid Avenue.
- The back door leading to the parking lot shall remain closed at all times. For safety reasons, don't prop the door open unless you are standing nearby.
- At the end of each day, please place your trash cans outside of your office door before locking the door. The trash will be emptied by NHA personnel Monday through Friday and the can will be placed back in front of your office door.
- Music/radio is acceptable within the sub lessee office but shall be kept at a low level as not to disturb anyone in the hallways or in the next office.
- When using any of the common areas – kitchen and bathrooms, please clean-up after yourself. Every Friday afternoon, the refrigerator will be cleaned. Any food must be removed prior to the scheduled cleaning.
- Extra bathroom supplies will be kept in the janitorial closet located to the right of the kitchen in case they are needed.
- During normal business hours, if sub lessee should need to use the small conference room, please schedule this with the NHA Head Start Office Administrator. The conference room is available on a first come first serve basis. (The City Council conference room is for the exclusive use of City representatives).
- When reserving the large community room or the small conference room for any event or meeting outside of regular business hours (evenings and weekends), please schedule this with the NHA Head Start Office Administrator. Room usage rates will apply. Reservations will be on a first come first serve basis.
- Sub lessee will be responsible for purchasing and installing the organization's business equipment. NHA equipment is for the exclusive use of NHA staff and will not be available for Sub lessor use, i.e., copier, telephones, computers.
- All products and supplies shall be stored within the sub lessee's office space. There is no additional storage available within the facility for sub lessee use.

July 10, 2014

OPERATING HOURS

Tubman Chavez Center will operate Monday through Friday from 8 am to 5 pm. The holidays that will be observed will include: Christmas Day, New Year's Eve, and New Year's Day, Thanksgiving Day, Day after Thanksgiving, Veteran's Day, Memorial Day, Labor Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Independence Day, and Cesar Chavez Day.

RATES & CHARGES

Tubman Chavez Center-415 North Euclid Ave., San Diego, CA 92114, Public Use Cost:

- Full Community Room Without use of Kitchen- \$150/hour & \$600 deposit
- Full Community Room With use of Kitchen- \$150/hour & \$800 deposit
- Partial Community Room Without use of Kitchen- \$100/hour & \$400 deposit
- Partial Community Room With use of Kitchen- \$100/hour & \$600 deposit
- Conference Room Without use of Kitchen- \$50/hour & \$200 deposit
- Conference Room With use of Kitchen- \$50/hour & \$400 deposit

**CITY OF SAN DIEGO
CONSENT TO SUBLEASE**

[Office No. 10, 415 North Euclid Ave., San Diego – Tubman-Chavez Multicultural Center]

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 as of the later date upon which this Consent is signed by the City, approved by the San Diego City Attorney, and all "Prior to the Effective Date of this Consent" requirements set forth below are fully complied with (Effective Date). The Effective Date for this Consent is 08-21-2014.

RECITALS

- A. CITY, entered into a Non-Profit Lease, dated **May 14, 2014** (Master Lease), with The Neighborhood House Association (NHA) wherein NHA was authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (the Center) as a non-profit non-religious community outreach center; and
- B. Pursuant to the terms and conditions of the Master Lease, NHA is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center; and
- C. NHA now requests CITY's consent to a sublease of certain office space within the Center.

NOW, THEREFORE, in consideration of the following terms and conditions, CITY agrees as follows:

- 1. Consent by CITY. Upon the Effective Date of this Consent, CITY consents to the sublease of Office No. ten to Alternative Healing Network, a California non-profit public benefit corporation (Sublessee), pursuant to the terms and conditions of the Sublease Non-Profit Agreement entered into between NHA and Sublessee dated 08/21/2014 (Sublease Agreement).
- 2. Master Lease Controls. The terms and conditions of this Consent shall be subject and subordinate to the terms and conditions of the Master Lease unless otherwise set forth in this Consent. If any term or condition of the Sublease Agreement conflicts with the Master Lease, the terms and conditions of the Master Lease shall control.
- 3. Insurance. **Prior to the Effective Date of this Consent**, Sublessee shall provide NHA with all Certificates of Insurance and/or binders required under the Sublease Agreement. Such certificates and binders shall name as additional insureds the CITY, its elective officials, officers, employees, agents and representatives.
- 4. Rent and Other Fees Owed. **Prior to the Effective Date of this Consent**, Sublessee shall have paid NHA the annual rent and any other fees, if any, owed concurrent with the execution of the Sublease Agreement.
- 5. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the granting of this Consent. NHA and Sublessee, and each of them, jointly and severally, shall protect, defend, indemnify and hold CITY harmless from and against any claim for any such brokerage commission or finder's fee, and from any cost or expense, including without limitation attorney fees, incurred by CITY as a direct or indirect result of any such claim for a brokerage commission or finder's fee.

6. Subsequent Sublease; Recapture. This Consent does not constitute consent to any other subsequent subletting under the Master Lease and does not relieve NHA or any persons claiming under or through NHA of the obligation to obtain the prior written consent of CITY prior to subletting this same suite at a subsequent time, or from subletting any other Suite within the Center.
7. Legal Proceedings. If, as a result of an action brought by or against NHA in connection with this Consent, CITY intervenes therein, becomes a party, or is made a party thereto, NHA shall pay all of CITY'S costs and expenses thereof, including without limitation reasonable attorney fees and costs.
8. Controlling Law. The terms and provisions of this Consent shall be construed in accordance with, and shall be governed by, the laws of the State of California.
9. Captions. Captions in this Consent are included for convenience only and do not modify any of the terms of this Consent.
10. Entire Agreement. This Consent constitutes the final, complete, and exclusive statement pertaining to the terms of CITY's Consent. This Consent supersedes all prior and contemporaneous understandings or agreements that may exist pertaining to this Consent, whether oral or written, and is binding on and inures to the benefit of the parties to the Sublease Agreement, their respective heirs, representatives, successors or assigns. Any agreement made after the Effective Date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by CITY and states that said agreement modifies this Consent.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: _____

10/28/14

BY: _____



Cybele Thompson
Director, Real Estate Assets Department

Approved as to form and legality this

3rd day of November, 2014.

JAN I. GOLDSMITH, City Attorney

BY: _____

Name: _____

Debra J. Bevier

Title: _____

Deputy City Attorney

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SUBLEASE NON-PROFIT AGREEMENT

THIS SUBLEASE NON-PROFIT AGREEMENT ("Sublease") is entered into by and between THE NEIGHBORHOOD HOUSE ASSOCIATION, a California 501(c)(3) NON-PROFIT PUBLIC BENEFIT CORPORATION ("NHA"), as SUBLESSOR and, Minority Veterans Coalition of CA Southern Region a California non-profit public benefit corporation, as SUBLESSEE, to be effective as of 11/15/15 (the "Effective Date"), when signed by the parties and approved by the City Attorney, and SUBLESSOR has obtained a written copy of the City of San Diego's consent to this Sublease.

RECITALS

- A. The City of San Diego (CITY) entered into a Non-Profit Lease (Master Lease) with SUBLESSOR wherein SUBLESSOR is authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (Center) as a non-profit non-religious community outreach center; and
- B. CITY's Master Lease with SUBLESSOR is effective as of May 14, 2014 for a term of three (3) years; and
- C. Pursuant to the terms and conditions of the Master Lease, SUBLESSOR is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

- 1. Sublease. SUBLESSOR leases to SUBLESSEE and SUBLESSEE leases from SUBLESSOR office eleven, consisting of approximately 100 rentable square feet (Subleased Premises), located within the Center, at 415 North Euclid Avenue, San Diego, California. An aerial view of the Center is shown on the attached Exhibit "A" - Aerial View of Subleased Premises.
- 2. Term. The initial term (Term) of this Sublease shall be one (1) year, commencing on the Effective Date. This Sublease may be extended by mutual consent of the SUBLESSOR and SUBLESSEE for up to two (2) years, or part thereof, by two individual one (1) year, or part thereof, options. This Sublease shall terminate no later than three years from the Effective Date, or as of the termination date of the Master Lease, whichever is earlier.
- 3. Rent. SUBLESSEE shall pay to SUBLESSOR One Thousand Two Hundred Dollars (\$1,200.00) as annual rent (Rent) for the first year of the Sublease. A five percent (5%) annual increase shall be added to the Rent for each option year, or part thereof, of this Sublease.

4. Time and Place of Payment. Rent is due annually, in advance, on or before the Effective Date of the initial Term and on or before the commencement date of each option year, or part thereof, thereafter. All Rent required by this Sublease shall be made payable to SUBLESSOR and shall be mailed or hand delivered to SUBLESSOR at 415 North Euclid Avenue, San Diego, California 92114.
5. Late Charges. Rent for each option year, or part thereof, shall be delinquent as of the tenth day of the month that it is due. For each Rent amount that is delinquent, a late fee of five percent (5%) shall be assessed against each delinquent amount.
6. Use. The Subleased Premises shall be used by SUBLESSEE and SUBLESSEE's permittees for general office and meeting assembly purposes (Allowed Uses). SUBLESSEE shall at all times conform to and follow the Rules and Regulations for the Center, as set forth in the attached **Exhibit "B" – Rules and Regulations**. Any violation of the Allowed Uses, or failure to adhere to the Rules and Regulations, shall be considered a material breach of this Sublease and shall subject SUBLESSEE to immediately being placed in default and shall subject the Sublease to termination.
7. Condition of the Subleased Premises. By signing this Sublease, SUBLESSEE acknowledges that the Subleased Premises are in leasable and as in condition. SUBLESSEE shall not, without SUBLESSOR's prior written consent, make any alternations, improvements or additions on or about the Subleased Premises. SUBLESSOR agrees to allow SUBLESSEE to use all the existing equipment, wiring, and connectivity components, if any, located within the Subleased Premises for as long as SUBLESSEE occupies the Subleased Premises. Neither SUBLESSOR nor CITY shall be responsible for replacing, repairing and/or maintaining any office equipment that may have been left at and/or is currently located within the Subleased Premises. Upon expiration or early termination of this Sublease, SUBLESSEE shall surrender and vacate the Subleased Premises in a good condition, normal wear and tear excepted, and shall, without expense to SUBLESSOR, remove or cause to be removed from the Subleased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, movable partitions and other articles of private property owned by SUBLESSEE.
8. Insurance. SUBLESSEE shall deliver to SUBLESSOR current certificates of insurance and relevant endorsements for:
 - 8.1 Insurance. SUBLESSEE shall not begin operating under this Sublease until it has: (a) obtained, and provided to SUBLESSOR, insurance certificates reflecting evidence of all insurance as set forth herein; however, SUBLESSOR, pursuant to a request from CITY, reserves the right to request, and SUBLESSEE shall submit, copies of any policy upon reasonable request by SUBLESSOR; (b) obtained SUBLESSOR, pursuant to CITY requirements, of each company or companies as required in Section 8 of this Sublease; and (c) confirmed that all policies contain the

specific provisions as required in Section 8 of this Sublease. SUBLESSEE's liabilities, including but not limited to SUBLESSEE's indemnity obligations, under this Sublease, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that SUBLESSOR and CITY are entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Sublease and SUBLESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Sublease may be treated as a material breach of contract by SUBLESSOR or CITY.

Further, SUBLESSEE shall not modify any policy or endorsement thereto which increases SUBLESSOR's and CITY's exposure to loss for the duration of this Sublease.

8.1.1 Types of Insurance. At all times during the term of this Sublease, SUBLESSEE shall maintain insurance coverage as follows:

8.1.2 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

8.1.3 Commercial Automobile Liability. For all of SUBLESSEE'S automobiles including owned, hired and non-owned automobiles, SUBLESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificates shall reflect coverage for any automobile.

8.1.4 Workers' Compensation. For all of SUBLESSEE's employees who are subject to this Sublease and to the extent required by the applicable state or federal law, SUBLESSEE shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million of employers' liability coverage, and SUBLESSEE shall provide an endorsement that the insurer waives the right of subrogation against SUBLESSOR and

CITY and its respective elected officials, officers, employees, agents and representatives.

8.1.5 Professional Liability. For all of SUBLESSEE's employees who are subject to this Sublease, SUBLESSEE shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. SUBLESSEE shall ensure both that: (1) the policy retroactive date is on or before the Effective Date of this Sublease; and (2) the policy will be maintained in force for a period of three years or termination of this Sublease, whichever occurs last. SUBLESSEE agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase SUBLESSOR's and CITY's exposure to loss.

8.2 Deductibles. All deductibles on any policy shall be the responsibility of SUBLESSEE and shall be disclosed to SUBLESSOR at the time the evidence of insurance is provided.

8.3 Acceptability of Insurers.

8.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Sublease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY.

8.3.2 CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

8.4 Required Endorsements.

The following endorsements to the policies of insurance are required to be provided to SUBLESSOR before any operations are initiated under this Sublease.

8.4.1 Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an

Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by SUBLESSEE or on SUBLESSEE's behalf, (b) SUBLESSEE's products, (c) SUBLESSEE's work, including but not limited to SUBLESSEE's completed operations performed by SUBLESSEE or on SUBLESSEE's behalf, or (d) premises owned, leased, controlled or used by SUBLESSEE.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by SUBLESSOR and CITY and its elected officials, officers, employees, agents and representatives shall be in excess of SUBLESSEE's insurance and shall not contribute to it.

8.4.2 Automobile Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SUBLESSEE.

8.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against SUBLESSOR and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of the policy or policies which arise from work performed by the Named Insured for SUBLESSOR and CITY.

8.4.4 Reservation of Rights. SUBLESSOR reserves the right, from time to time, to review LESSEE's insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to CITY.

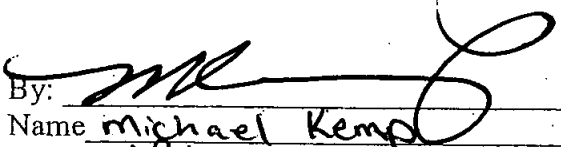
8.4.5 Additional Insurance. SUBLESSEE may obtain additional insurance not required by this Sublease.

- 8.4.6 Excess Insurance. All policies providing excess coverage to SUBLESSOR and CITY shall follow the form of the primary policy or policies including but not limited to all endorsements.
- 8.4.7 Accident Reports. SUBLESSEE shall immediately report to SUBLESSOR any accident causing property damage or injury to persons on the Subleased Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 8.4.8 Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE's insurable property related to the Allowed Uses of the Subleased Premises under this Sublease or the Subleased Premises in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver a certificate of said insurance to SUBLESSOR.
- 9 Assignment and Subleasing. SUBLESSEE shall not assign this Sublease or sublet any part of the Subleased Premises. An assignment by operation of law shall automatically terminate this Sublease.
- 10 Subordination. This Sublease is subject to and subordinate to the covenants and conditions of the Master Lease. All terms of the Master Lease shall control and supersede any provision of this Sublease.

This Sublease is executed by the SUBLESSOR, acting by and through its lawfully authorized officers, and by SUBLESSEE, acting by and through its lawfully authorized officers.

SUBLESSOR:

THE NEIGHBORHOOD HOUSE
ASSOCIATION, a California non-profit public
benefit corporation

By: 

Name Michael Kemp

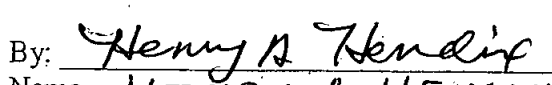
Title EDP & COO

Date 1/28/15

SUBLESSEE:

Minority Veterans Coalition

of CA Southern Region

By: 

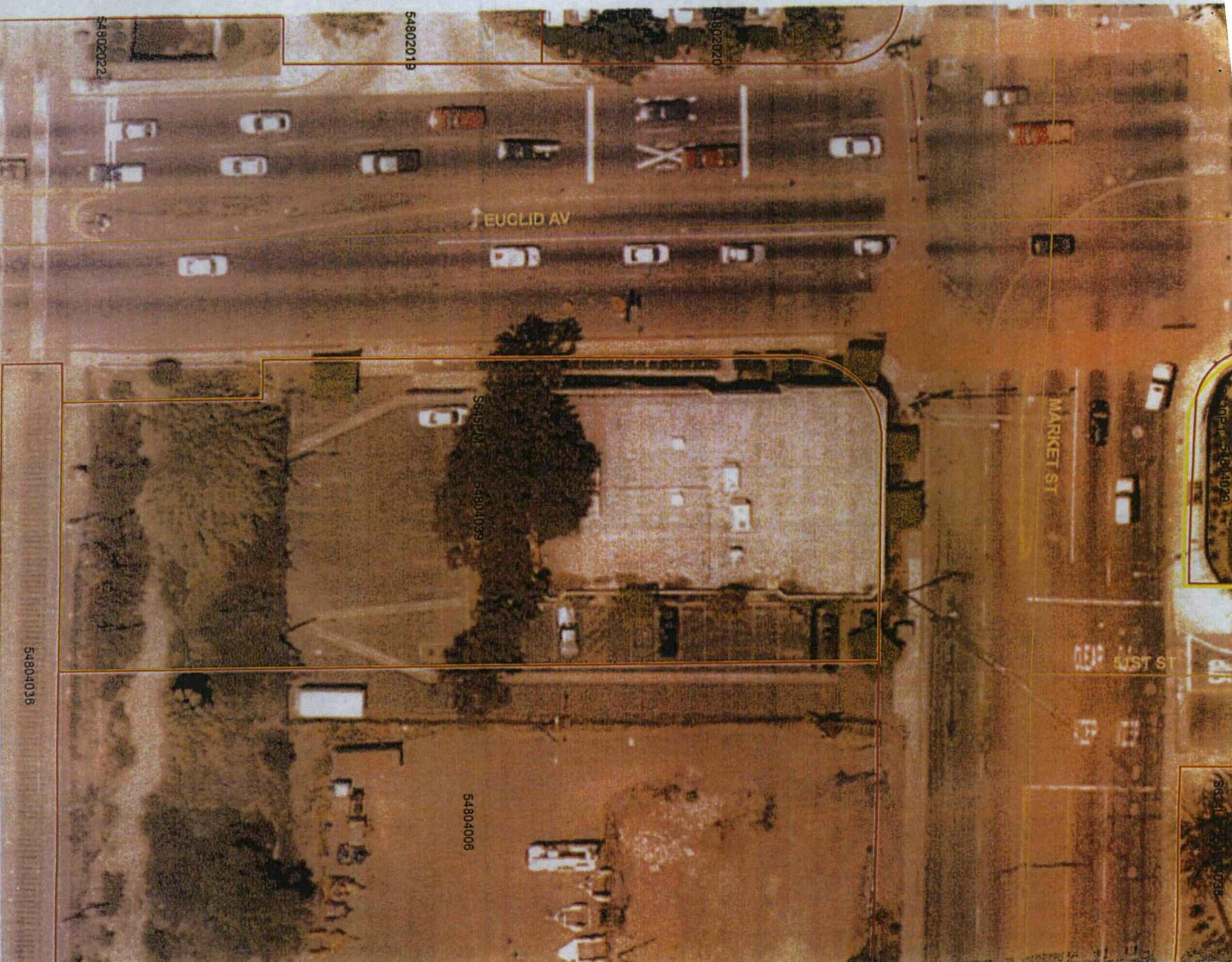
Name HENRY A HENDRIX

Title EXECUTIVE DIRECTOR

Date 1/15/14

Exhibit "A" - Aerial View of Subleased Premises

Exhibit "B" - Rules and Regulations



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Exhibit "B"- Rules and Regulations

EXHIBIT B

RULES AND REGULATIONS

[415 NORTH EUCLID AVENUE, SAN DIEGO]

1. The sidewalks, entrances, halls, and corridors of the Building and Premises shall not be obstructed or used as a waiting or lounging place by any Sublessee or any sublessee's agent, servant, employee, invitee, licensee or visitor.
2. In case of invasion, riot, public excitement or other commotion, CITY may prevent access to the Building during the continuance of same. CITY shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. CITY may exclude or expel from the Building any person who, in CITY's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. CITY may require payment of a reasonable charge for any additional keys requested by Sublessee. Sublessee shall not have any keys made for the Premises, alter any lock, or install new or additional locks on any door without CITY's prior written consent in each instance. Sublessee shall provide CITY with a key for any such approved lock or bolt. Upon the expiration or termination of its tenancy, Sublessee shall deliver to CITY all keys in its possession for all locks in and around the Building and Premises. Sublessee shall pay to CITY immediately upon demand all costs related to LESSEE's loss of any Building or Premises key or access card.
4. Sublessee shall permit CITY's and Master Sublessor's employees (or CITY's or Sublessor's agents' employees) to maintain the Building.
5. CITY may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall be delivered to or removed from the Building, except by experienced safe men, movers or riggers approved in writing in advance by CITY. Sublessee shall pay CITY immediately upon demand for all damage done to the Building by the delivery or removal of such items, or by reason of their presence in the Building. Unless equipped with rubber tires, no hand trucks shall be used in any space, or in the halls of the Building, either by Sublessee, jobbers or others in the delivery or receipt of merchandise. LESSEE's initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall be subject to such scheduling as Master Sublessor, in its reasonable discretion, shall deem appropriate. Unless otherwise agreed to in writing by Master Sublessor, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which unreasonably impede or interfere with other tenants or the operation of the Building.
6. Sublessees shall not cover or obstruct the walls, partitions, skylights, windows, doors or transoms that reflect or admit light into passageways or into any other part of the Building.
7. The restrooms, toilets, urinals, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings,

rubbish, chemicals or other unsuitable substances shall be thrown or placed therein. Sublessor shall pay CITY immediately upon demand all costs related to any breakage, stoppage or damage resulting from violation of this rule by Sublessee or any of Sublessee's agents, employees, invitees, licensees or visitors.

8. No sign, name, placard, advertisement or notice visible from the exterior of any Premises, shall be inscribed, painted or affixed by Sublessee on any part of the Building without CITY's prior written consent in each instance. All signs, names, placards, advertisements or notices shall comply with CITY's Sign Ordinance (San Diego Municipal Code section 142.1201 *et seq.*, as amended from time to time). All signs or letterings on doors or otherwise must be approved by CITY and shall be inscribed, painted or affixed by a person approved by CITY at LESSEE's sole cost and expense.
9. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or on the Premises without CITY's prior written consent in each instance. Such installations and the boring or cutting for wires shall be made at Sublessee's sole cost and expense and under CITY's direction. CITY may require: (a) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building; (b) the changing of wires and of their installation and arrangement underground or otherwise as CITY may direct; and (c) compliance on the part of all using or seeking access to such wires with such rules as CITY may establish relating thereto. All such wires used by Sublessee must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with the number of the Premises to which said wires lead, the purpose for which said wires are used, and the name of the provider operating same.
10. Sublessee, its agents, servants and employees, shall not:
 - go on the roof of the Building;
 - use any additional method of heating or air conditioning the Premises;
 - sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators or stairways of the Building;
 - bring in or keep in or about the Premises any vehicles or animals of any kind, except for service animals with CITY's prior written consent;
 - install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building;
 - place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building;
 - use the Premises for any manufacturing, storage or sale of merchandise or retailing property of any kind;

cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including without limitation duplicating or printing equipment fumes;

install or operate any vending machines in the Premises without CITY's prior written consent in each instance; or

allow the operation of any musical or sound-producing instrument or device which may be heard outside the Premises or Building, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

11. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building, and Sublessee shall cooperate with CITY in preventing and eliminating same.
12. Sublessee shall promptly notify CITY and Master Sublessor of all damage to or defects in heating, ventilating and air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Building.
13. If the Premises becomes infested with pests or vermin, Sublessee, at its sole cost and expense, shall cause such pests or vermin to be exterminated from time to time to the CITY's reasonable satisfaction, and shall employ such exterminators as shall be approved by CITY.
14. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Building without CITY's prior written consent in each instance.
15. Sublessee shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. CITY and Master Sublessor may prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall stand on such platform as determined by CITY and Master Sublessor to be necessary to properly distribute the weight, which platform shall be provided at Sublessee's sole cost and expense. Business machines and mechanical equipment belonging to Sublessee, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be reasonably objectionable to CITY or to any tenant in the Building, shall be placed and maintained by Sublessee, at Sublessee's sole expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. CITY shall not be responsible for the loss or damage of any such equipment or other property for any cause. Sublessee shall pay CITY immediately upon demand all costs of damage done to the Building by maintaining or moving such equipment or other property.
16. Sublessee shall cooperate with CITY and Master Sublessor to assure the most efficient operation of the Building's heating, ventilating and air conditioning system.
17. Sublessee shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Building or the Premises under Sublessee's express or

implied invitation. Sublessee shall cooperate with CITY and Master Sublessor to assure compliance by all such parties with these Rules and Regulations.

18. CITY may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in CITY's sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Building.
19. A request by Sublessee will be attended to only upon written application.
20. CITY may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, or prevent CITY from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
21. Sublessee assumes all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises secured.

CITY OF SAN DIEGO CONSENT TO SUBLEASE

[Office No. 11, 415 North Euclid Ave., San Diego – Tubman-Chavez Multicultural Center]

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 as of the later date upon which this Consent is signed by the City, approved by the San Diego City Attorney, and all "Prior to the Effective Date of this Consent" requirements set forth below are fully complied with (Effective Date). The Effective Date for this Consent is January 15, 2015.

RECITALS

- A. CITY, entered into a Non-Profit Lease, dated **May 14, 2014** (Master Lease), with The Neighborhood House Association (NHA) wherein NHA was authorized to operate and maintain the premises commonly known as the Tubman-Chavez Multicultural Center (the Center) as a non-profit non-religious community outreach center; and
- B. Pursuant to the terms and conditions of the Master Lease, NHA is authorized to act as the "Master Sublessor" for the Center, assisting the CITY with the subleasing for the Center; and
- C. NHA now requests CITY's consent to a sublease of certain office space within the Center.

NOW, THEREFORE, in consideration of the following terms and conditions, CITY agrees as follows:

- 1. Consent by CITY. Upon the Effective Date of this Consent, CITY consents to the sublease of Office No. 11 to Minority Veterans Coalition of CA So. Region, a California non-profit public benefit corporation (Sublessee), pursuant to the terms and conditions of the Sublease Non-Profit Agreement entered into between NHA and Sublessee dated January 15, 2015 (Sublease Agreement).
- 2. Master Lease Controls. The terms and conditions of this Consent shall be subject and subordinate to the terms and conditions of the Master Lease unless otherwise set forth in this Consent. If any term or condition of the Sublease Agreement conflicts with the Master Lease, the terms and conditions of the Master Lease shall control.
- 3. Insurance. **Prior to the Effective Date of this Consent**, Sublessee shall provide NHA with all Certificates of Insurance and/or binders required under the Sublease Agreement. Such certificates and binders shall name as additional insureds the CITY, its elective officials, officers, employees, agents and representatives.
- 4. Rent and Other Fees Owed. **Prior to the Effective Date of this Consent**, Sublessee shall have paid NHA the annual rent and any other fees, if any, owed concurrent with the execution of the Sublease Agreement.
- 5. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the granting of this Consent. NHA and Sublessee, and each of them, jointly and severally, shall protect, defend, indemnify and hold CITY harmless from and against any claim for any such brokerage commission or finder's fee, and from any cost or expense, including without limitation attorney fees, incurred by CITY as a direct or indirect result of any such claim for a brokerage commission or finder's fee.

6. Subsequent Sublease; Recapture. This Consent does not constitute consent to any other subsequent subletting under the Master Lease and does not relieve NHA or any persons claiming under or through NHA of the obligation to obtain the prior written consent of CITY prior to subletting this same suite at a subsequent time, or from subletting any other Suite within the Center.
7. Legal Proceedings. If, as a result of an action brought by or against NHA in connection with this Consent, CITY intervenes therein, becomes a party, or is made a party thereto, NHA shall pay all of CITY'S costs and expenses thereof, including without limitation reasonable attorney fees and costs.
8. Controlling Law. The terms and provisions of this Consent shall be construed in accordance with, and shall be governed by, the laws of the State of California.
9. Captions. Captions in this Consent are included for convenience only and do not modify any of the terms of this Consent.
10. Entire Agreement. This Consent constitutes the final, complete, and exclusive statement pertaining to the terms of CITY'S Consent. This Consent supersedes all prior and contemporaneous understandings or agreements that may exist pertaining to this Consent, whether oral or written, and is binding on and inures to the benefit of the parties to the Sublease Agreement, their respective heirs, representatives, successors or assigns. Any agreement made after the Effective Date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by CITY and states that said agreement modifies this Consent.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

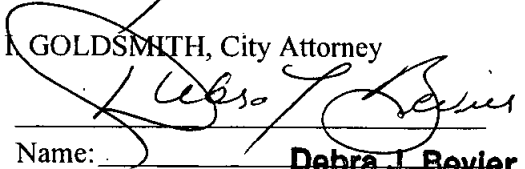
THE CITY OF SAN DIEGO, a California municipal corporation

Date: 2/3/15

BY: 
Cybele Thompson
Director, Real Estate Assets Department

Approved as to form and legality this
5th day of Feb, 2015.

JAN I GOLDSMITH, City Attorney

BY: 
Name: Debra J. Bevler
Title: Deputy City Attorney

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